



# भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, MAY 5, 2001/VAISAKHA 15, 1923

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रकाश संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)  
PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 16 अप्रैल, 2001

को प्रदत्त शक्तियों का प्रयोग करेगा और उसके लिए दिए  
गए कर्तव्यों का पालन करेगा।

[एफ नं.ए-II 2/75-78-केरिपुबल/प्रशा I/गृह मंत्रालय/  
पी.एफ -III]]

घर के गुप्ता, निदेशक (पीएफ)

MINISTRY OF HOME AFFAIRS

New Delhi, the 16th April, 2001

का.आ 891—सरकारी स्थान (अनाधिकृत कब्जाधि-  
कारियों की बेदखली अधिनियम 1971 (1971 का 40)  
की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र  
सरकार पुलिस उप महानिरीक्षक (परि), श्रीनगर (जम्मू  
व कश्मीर) को, भारत सरकार के एक राजपत्रित अधिकारी  
होने के नाते, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा  
अधिकारी के रूप में नियुक्त करती है और आगे यह निर्देश  
देती है कि उक्त अधिकारी उक्त अधिनियम के द्वारा अपने  
क्षेत्राधिकार की सीमा के अंदर रामबाग श्रीनगर तथा  
अवन्तिपुर श्रीनगर (जम्मू व कश्मीर) के स्थान जो केन्द्रीय  
रिजर्व पुलिस बल रामबाग श्रीनगर, (जम्मू व कश्मीर)  
का है तथा उसके द्वारा पट्टे पर लिया गया है और परि-  
ष्पलनिक नियंत्रण में है उनके बारे में सम्पदा अधिकारी

SO 891—In exercise of the powers conferred  
by section-3 of the Public Premises (Eviction of Un-  
authorised occupants) Act-1971 (40 of 1971), the  
Central Government hereby appoints the Deputy  
Inspector General of Police (Ops.), Srinagar (J&K),  
being a Gazetted Officer of the Government of India,  
to be an estate Officer for the purpose of the said  
act, who shall exercise the powers conferred and  
perform the duties imposed, on estate officer by or  
under the said act within the limit of his jurisdiction  
in respect of the premises at Rambagh Srinagar and  
Awantipur Srinagar (J&K) belonging to and taken

on lease by or on behalf of the Central Reserve Police Force at Rambagh Srinagar and Awantipur Srinagar (J&K) and which are under his operational control.

[F. No. A-II-2/75-79-CRPF/Adm-I/MHA/PF-III]

R. K. GUPTA, Director (PF)

विधि, न्याय और कंपनी कार्यमंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 16 अप्रैल, 2001

क्र. आ. 892.—केन्द्रीय सरकार, विदेशी मुद्रा प्रबंध अधिनियम, 1999 (1999 का 42) की धारा 20 की उपधारा (2) के खंड (ग) और (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और विदेशी मुद्रा अपील अधिकरण के अध्यक्ष के परामर्श से यह अधिसूचित करती है कि अपील अधिकरण की ऐसी न्यायपीठें, जो अध्यक्ष द्वारा गठित की जा सकेंगी, साधारणतया नई दिल्ली और ऐसे अन्य स्थानों पर, जहां न्यायपीठ उसके समक्ष अपीलों के शीघ्रतापूर्वक निपटारे के लिए अधिविष्ट होना आवश्यक समझे, अधिविष्ट होंगी।

2. अपील अधिकरण की न्यायपीठें, नीचे सारणी के स्तंभ (3) में की तत्स्थानी प्रविष्टि में विनिर्दिष्ट क्षेत्र के भीतर अधिकारिता का प्रयोग करेंगी :—

क्रम सं.	न्यायपीठ की संरचना	अधिकारिता का क्षेत्र
(1)	(2)	(3)
1.	खंड न्यायपीठ, जिसमें अध्यक्ष और एक सदस्य होंगे	संपूर्ण भारत
2.	एकल सदस्य न्यायपीठ, जिसमें मात्र एक अध्यक्ष होगा	संपूर्ण भारत
3.	एकल सदस्य न्यायपीठ, जिसमें मात्र एक सदस्य होगा	संपूर्ण भारत

[क्र. सं. ए-11011/1/2000 प्र.-IV (वि. का.)]

बी. अनंतकृष्णन, उप सचिव

MINISTRY OF LAW JUSTICE & COMPANY AFFAIRS

(Department of Legal Affairs)

New Delhi, the 16th April, 2001

S.O. 893.—In exercise of the powers conferred by clauses (c) and (d) sub-section (2) of section 20 of the Foreign Exchange Management Act, 1999; (42 of 1999) and in consultation with the Chairperson Appellate Tribunal for Foreign Exchange, the Central Government hereby notifies that the Benches of the Appellate Tribunal as may be constituted by the Chairperson shall ordinarily sit at New Delhi

and at such other places as the Bench deems it necessary to camp at for expeditious disposal of the appeals before it.

2. The Benches of the Appellate Tribunal shall exercise Jurisdiction within the area specified in the corresponding entry in column (3) of the table below :—

Sl. No.	Composition of the Bench	Area of Jurisdiction
1	2	3
1.	Division Bench consisting of the Chairperson and the Member	Whole of India
2.	Single Member Bench consisting of the Chairpersons	Whole of India
3.	Single Member Bench consisting of the Member	Whole of India

[F. No. A-11011/1/2000-Admin IV (LA)]  
V. ANATHAKRISHNAN, Dy. Secy

वित्त मंत्रालय

(राजस्व विभाग)

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क

चण्डीगढ़, 16 मार्च, 2001

संख्या 1/2001-एन. टी. (सीमा)

क्र. आ. 893.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा (एन. टी.) दिनांक 1-7-94 में प्रदत्त शक्तियों का प्रयोग करते हुए जम्मू एवं कश्मीर राज्य के गांव शाखीमार, तहसील श्रीनगर, जिला श्रीनगर को शत-प्रतिशत निर्यातानुबद्ध उपक्रम के उद्देश्य के लिये एतद्वारा सीमा शुल्क अधिनियम, 1962 (1962 की संख्या 52) की धारा 9 के अंतर्गत भांडागार स्टेशन घोषित किया जाता है।

[क्र. सं. (यु.) 40/8/सीमा/2000]

एन. एल. वर्मा, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE

Chandigarh, the 16th March, 2001

No. 1/2001-NT(Cus)

S.O. 893.—In exercise of the powers conferred by Notification No. 33/94-Cus(NT) dated 1-7-94 of the Government of India, Ministry of Finance,

Department of Revenue, New Delhi, Village Shalimar, Tehsil Srinagar, Distt. Srinagar in the State of Jammu & Kashmir is hereby declared to be a warehousing station under Section 9 of the Customs Act, 1962 (No. 52 of 1962) for the purpose of setting up of Hundred percent Export oriented undertaking (100 per cent EOU).

[C. No. VIII(HQ)40/6/CUS/2000]

H. L. VERMA, Commissioner

आयकर महा निदेशक (छूट)

कलकत्ता, 12 अप्रैल, 2001

का. आ. 894.—आयकर अधिनियम 1961 की धारा 80 जी की उपधारा (2) के उपखण्ड (iii) एक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित प्राधिकारी एतद्वारा निम्नलिखित राष्ट्रीय महत्व के शिक्षा संस्थान को निम्नलिखित शर्तों पर उपरोक्त उपखण्ड के प्रयोजन के लिए अधिसूचित करता है :—

- (1) राष्ट्रीय महत्व के शिक्षा संस्थान द्वारा प्राप्त दान राशि पूर्णतः उसी उद्देश्य हेतु प्रयोग में लाया जायेगा जिस उद्देश्य से इसे गठित किया गया है।
- (2) उपरोक्त प्राध्वान के अधोन प्राप्त दान तथा उनसे किए गए व्यय के बारे में राष्ट्रीय महत्व के शिक्षा संस्थान की पुष्क लेखा बहियां रखनी होगी।
- (3) प्रत्येक लेखा वर्ष के लेख की एक प्रति लेखा वर्ष की अन्तिम तिथि के बाद वाले दिन निम्नलिखित प्राधिकारी के समक्ष प्रस्तुत करनी होगी।

शिक्षा संस्थान का नाम

- (1) भारतीय विद्या भवन,  
कुलपति के. एम. मुंशी मार्ग,  
मुम्बई—400007।

[सं. आ. म. नि. (छूट)/कल./एम-36/80 जी  
(2)(ए) (iii) एक]/1997-98]

ए. मुखोपाध्याय, आयकर महानिदेशक (छूट)

**DIRECTOR GENERAL OF INCOME-TAX**  
(Exemptions)

Calcutta, the 12th April, 2001

S.O. 894.—In exercise of the powers conferred by the sub-clause (iii f) of clause (a) of sub-section (2) of Section 80G of the Income-tax Act, 1961 the prescribed authority hereby notifies the following institution as of National eminence for the pur-

pose of the said sub-clause, subject to the following conditions, namely:—

- (i) the educational institution of National eminence will apply the amounts of donations received wholly and exclusively to the objects for which it is established.
- (ii) In respect of the donation received under the aforesaid provision and expenditure made therefrom, the educational institution of National eminence shall maintain separate account;
- (iii) a copy of the accounts of each accounting year shall be submitted to the prescribed authority next following the last date of the accounting year.

**NAME OF THE EDUCATIONAL  
INSTITUTION**

- (i) Bharatiya Vidya Bhavan  
Kulapati K. M. Munshi Marg,  
Mumbai-400007.

[No. DGIT(E)|Cal|M-36|80G(2)(a)(iiif)1997-98]

**A. MUKHOPADHYAY, Director General of  
Income-tax (Exemptions)**

(आयिक कार्य विभाग)

(बैकिंग प्रभाग)

नई दिल्ली, 30 मार्च, 2001

का. आ. 895.—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार इसके द्वारा निम्नलिखित व्यक्तियों को 30 मार्च, 2001 से 3 वर्ष की अवधि के लिए भारतीय औद्योगिक विकास बैंक के बोर्ड में निदेशक के रूप में नामित करती है :—

1. श्री राजकुमार नंदलाल धूत, भारतीय औद्योगिक उद्योगपति, विकास बैंक अधिनियम 1964 की धारा 6 की उपधारा (1) के खण्ड (घ) के अनुसरण में  
धूत बंगला, स्टेशन रोड,  
ओरंगाबाद, महाराष्ट्र

2. श्री शेखर दत्ता, भारतीय औद्योगिक उद्योगपति, विकास बैंक अधिनियम 1964 की धारा 6 की उपधारा (1) के खण्ड (घ) के अनुसरण में  
भूतपूर्व प्रबंध निदेशक और अध्यक्ष,  
ग्रिवज लि., ई/8, सी फेज पार्क,  
भूलाभाई देसाई रोड,  
मुम्बई-400026

—निदेश—

3. श्री के. नरसिम्हा मूर्ति, एसीए,  
लागत लेखाका और प्रबंधन  
परामर्शदाता,  
फ्लैट सं. 2-ए,  
3-6-131, रुक्मणी एनक्लेव,  
हैदराबाद,  
हैदराबाद-500029

—द्वारा—

Hyderguda,  
Hyderabad-500029

[No. 7/2/2000-BO-I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 20 अप्रैल, 2001

[सं. 7/2/2000-बी ओ-1]

रमेश चंद, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Ddlihi, the 30th March, 2001

S.O. 895.—In exercise of the powers conferred by sub-section (1) of Section 6 of Industrial Development Bank of India Act, 1964 (18 of 64), the Central Government hereby nominates the following persons as Directors on the Board of Industrial Development Bank of India for a period of 3 years with effect from 30th March, 2001.

1. Shri Rajkumar Nand Lal Dhoot, In pursuance of  
Industrialist, clauses (d) of sub-  
Dhoot Bungalow, section (1) of  
Station Road, section 6 of the  
Aurangabad, Industrial Deve-  
Maharashtra ment Bank of  
India Act, 1964
2. Shri Shekhar Datta, —do—  
Former Managing Director and  
President, Greaves Limited,  
E/8, Sea Face Park,  
Bhulabhai Desai Road,  
Mumbai-400026.
3. Shri K. Narasimha Murthy, ACA —do—  
Cost Accountant and Manage-  
ment Consultant,  
Flat No. 2-A,  
3-6-131, Rukmani Enclave,

का.आ. 896 :—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली के श्री डी. के. चौधरी, अवर सचिव को तत्काल प्रभाव से और अगले आदेश होने तक श्री एस. के. बत्रा के स्थान पर इलाहाबाद बैंक के निदेशक के रूप में नामित करती है।

[फा.सं. 9/8/2000-बीओ-I(i)]

रमेश चंद, अवर सचिव

New Delhi, the 20th April, 2001

S.O. 896.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri D. Choudhury, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi as a Director on the Board of Allahabad Bank vice Shri S. K. Batra with immediate effect and until further orders.

[F. No. 9/8/2000-B.O. I(i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 20 अप्रैल, 2001

का.आ. 897 :—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 3 के उपखंड (i) के साथ

पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खंड (ख) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा वित्त मंत्रालय आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली के श्री एस के ठाकुर, अवसर सचिव को श्री वी पी भारद्वाज के स्थान पर तत्काल प्रभाव से और अगले आदेशों तक के लिए विजया बैंक के बोर्ड में निदेशक नामित करती है।

[फा. स. 9/8/2000-बीओ-I(ii)]

रमेश चन्द, अवसर सचिव

New Delhi, the 20th April, 2001

S.O. 897.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of

the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Shri S. K. Thakur, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi as a Director on the Board of Vijaya Bank vice Shri V. P. Bhardwaj, with immediate effect and until further orders.

[F. No. 9/8/2000-B.O. I(ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 20 अप्रैल, 2001

का.अ. 898 — भारतीय स्टेट बैंक (अनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उप-धारा (1) के खंड (ङ) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट भारतीय स्टेट बैंक अनुषंगी बैंकों में निवेशक के रूप में नामित करती है —

#### सारणी

1	2	3
स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर	श्री बी. पी. श्रवण, वरिष्ठ अनुसंधान अधिकारी, वित्त मंत्रालय आर्थिक कार्य विभाग बैंकिंग प्रभाग नई दिल्ली।	श्री एम. के. ठाकुर
स्टेट बैंक ऑफ़ लाहौर	श्री एम. सुब्रमण्यम, वरिष्ठ अनुसंधान अधिकारी, वित्त मंत्रालय आर्थिक कार्य विभाग बैंकिंग प्रभाग नई दिल्ली।	श्री डी. चौधरी

[फा. स. 9/8/2000-बी.ओ. I(iii)]

रमेश चन्द, अवसर सचिव

New Delhi, the 20th April, 2001

S.O. 898.—In exercise of the powers conferred by clause (e) of Sub-section (1) of Section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of the subsidiary banks of the State Bank of India specified in column (1) thereof in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders :—

TABLE

1	2	3
State Bank of Bikaner & Jaipur	Shri V.P. Grover, Senior Research Officer, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri S.K. Thakur
State Bank of Travancore	Shri M. Subramani, Senior Research Officer, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri D. Choudhury,

[F. No. 9/8/2000-B.O. I (iii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 20 अप्रैल, 2001

का.घा. 899:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 13 व 15(1) के उपबंध इस अधिसूचना की तारीख से पांच वर्ष की अवधि के लिए पंजाब नेशनल बैंक पर लागू नहीं होंगे।

New Delhi, the 20th April, 2001

S.O. 899.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of Reserve Bank of India, hereby declares that the provisions of Section 13 and 15(1) of the said Act shall not apply, for a period of five years from the date of this Notification, to Punjab National Bank.

[मं. 11/24/2000-बीओए]

डी. चौधरी, अवसर सचिव

[F. No. 11/24/2000-BOA]

D. CHOUDHURY, Under Secy.

(बीमा-प्रभाग)

नई दिल्ली, 23 अप्रैल, 2001

का.भा. 900.—केन्द्रीय सरकार भारतीय जीवन बीमा निगम अधिनियम, 1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री आदर्श किशोर, अपर सचिव, आर्थिक कार्य विभाग, वित्त मंत्रालय को श्री पी. के. बनर्जी के स्थान पर उक्त निगम के अंश-कालिक सदस्य के रूप में तत्काल प्रभाव से अग्रिम आदेश तक के लिए नियुक्त करती है।

[फा सं. 15/2/2000-बीमा-5]

जी. भुजबल, निदेशक

(Insurance Division)

New Delhi, the 23rd April, 2001

S.O. 900.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Dr. Adarsh Kishore, Additional Secretary, Department of Economic Affairs, Ministry of Finance as Member of the said Corporation with immediate effect vice Sh. P. K. Banerji till further orders.

[F. No. 15/2/2000-Ins. V]

G. BHUJABAL, Director

रेल मंत्रालय

(रेलवे बोर्ड)

आदेश

नई दिल्ली, 20 अप्रैल, 2001

आबीईसं 78/2001

का.भा. 901.—बोर्ड के दिनांक 4-6-92 के पत्र सं. ई(जी)82 एल एल 2-2(ए) तथा ई (जी)82 एल

एल2-2(बी) में अंतर्विष्ट अनुसूची में वरिष्ठ कार्मिक अधिकारी और मंडल वाणिज्य प्रबंधक को भी क्रमशः मद सं. 88 एवं 89 के रूप में शामिल किया जाए।

[सं. ई(जी)82एल एल 2-2(ए)]

अशोक भंडारी, निदेशक, स्था.(सा.)

## MINISTRY OF RAILWAYS

(Railway Board)

## ORDER

New Delhi, the 20th April, 2001

R.B.E. No. 78/2001

S.O. 901.—Senior Personnel Officer and Divisional Commercial Manager may also be included in the schedule contained in Board's letter No. E(G)82 LL2-2(A) and E(G)82 LL2-2(B) dated 4-6-92 as Item No. 88 & 89 respectively.

[No. E(G)82 LL2-2(A)]

ASHOK BHANDARI, Director, Establishment  
(Gen.)

आदेश

नई दिल्ली, 20 अप्रैल, 2001

आई.बी.ई.सं. 79/2001

का.भा. 902.—बोर्ड के दिनांक 4-6-92 के पत्र सं. ई(जी)82 एल एल 2-2(ए) तथा ई (जी)82 एल एल 2-2(बी) में अंतर्विष्ट अनुसूची में वरिष्ठ वाणिज्य प्रबंधक को भी मद सं. 90 के रूप में शामिल किया जाए।

[सं. ई(जी)82 एल एल 2-2(बी)]

अशोक भंडारी, निदेशक, स्था.(सा.)

## ORDER

New Delhi, the 20th April, 2001

R.B.E. No. 79/2001

S.O. 902.—Senior Commercial Manager may also be included in the schedule contained in

Board's letter No. E(G)82 LL2-2(A) & E(G)82 LL2-2(B) dated 4-6-92 as Item No. 90.

MINISTRY OF STEEL

[No. E(G)82 LL2-2(B)]

New Delhi, the 25th April, 2001

ASHOK BHANDARI, Director Establishment  
(Gen.)

इस्पात मंत्रालय

नई दिल्ली, 25 अप्रैल, 2001

का.घा. 903.—केन्द्रीय सरकार, सरकारी स्थान अधि-  
कृत अधिभूतियों की बेवखली अधिनियम, 1971 (1971 का 40)  
की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए दिनांक  
28-6-91 की इस्पात और खान मंत्रालय (इस्पात विभाग) की  
का.घा. संख्या-1108 का अधिक्रमण करते हुए नीचे दी गई सारणी  
के स्तम्भ (1) में वर्णित अधिकारी को, जो सरकार के राजपत्रित  
अधिकारी के समतुल्य अधिकारी है, सम्पदा अधिकारी नियुक्त  
करती है, जो उक्त अधिनियमों के प्रयोजनों के लिए उक्त  
सारणी (2) में विनिर्दिष्ट सरकारी स्थानों की अपनी अधि-  
कारिता की स्थायी सीमाओं के भीतर, उक्त अधिनियम द्वारा  
या उसके प्रयोजनों के लिए सम्पदा अधिकारी की प्रवृत्त शक्तियों  
का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पता तथा पदनाम	सरकारी स्थानों के प्रवर्ग और स्था- नीय अधिकारिता की सीमाएं
(1)	(2)
उप मुख्य (कार्मिक) मैगनीज ओर इंडिया लि., 3, माउंट रोड, एक्सटेंसिव नागपुर।	मध्य प्रदेश के बालाघाट जिले, महाराष्ट्र के नागपुर और भण्डारा जिले और आन्ध्र प्रदेश के आदिलाबाद जिले में स्थित मैगनीज ओर इंडिया लिमिटेड से संबंधित तथा उसके द्वारा पट्टे पर दिए गए स्थान।

[सं. 1(2)/2001-आर.एम.-2]

नारायण दास; आर.एम.-2 सचिव

S.O. 903.—In exercise of the Powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India, in the then Ministry of Steel and Mines (Department of Steel), number S.O. 1108 dated the 28th June, 1991, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an Officer equivalent to the rank of gazetted officer of Government to be state officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the Table.

TABLE

Address and designation of the Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Deputy Chief (Personnel), Manganese Ore (India) Limited, 3-Mount Road, Nagpur,	All premises belonging to taken on lease by Manganese Ore (India) Limited situated in Balaghat district of Madhya Pradesh, Nagpur and Bhandara district of Maharashtra and Adila- bad district of Andhra Pradesh.

[No. 1(2)/2001-RM,II]

NARAIN DASS, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 2 मई, 2001

का. आ. 904.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचनाओं में, जो भारत के राजपत्र, भाग-2, खण्ड-3, उपखण्ड(ii) में प्रकाशित हुई थी, निम्नलिखित संशोधन करती है अर्थात्—

- (1) राजपत्र सं. 50 तारीख 11.12.1999 में जिला सूरत, तालुका ओलपाड से संबंधित का.आ. सं. 3568 तारीख 9 दिसम्बर 1999 में गांव सेगवाछामा में ;

पृष्ठ 7789 की छठी पंक्ति में स्तंभ 4 से 6 तक में क्षेत्रफल 00-08-00 के सामने सर्वेक्षण संख्या 35बी के स्थान पर सर्वेक्षण संख्या 35/ए रखी जाएगी ;

- (2) राजपत्र सं.5 तारीख 29-01-2000 में जिला मरुच, तालुका भरुच से संबंधित का. आ. 237 तारीख 28 जनवरी 2000 में गांव भेंसली में ;  
स्तंभ 2 में भेंसली के सामने, स्तंभ 1 में तालुका 'भरुच' के स्थान पर तालुका 'वागरा' रखा जाएगा।

[ सं. एल -14014/4/99-जी पी. (भाग-II) ]

पी. एम. मोणा, निदेशक

## Ministry of Petroleum and Natural Gas

New Delhi, the 2nd May, 2001

S. O. 904.— In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 ( 50 of 1962), the Central Government hereby makes the following amendements in the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India, Part 2- Section 3, Sub-section (ii), namely :-

1. Gazette No. 50 dated 11/12/1999 S.O. No. 3568 dated 9th December 1999, relating to District Surat, Taluka Olpad in Village Segwachhama.
  - (i) against area 00-08-00 in column 4 to 6 for figure " 35 B' , the figure "35 A" shall be substituted in fifth line on page No. 7797.
2. Gazette No. 5 dated 29/01/2000 S.O. No. 237 dated 28th January, 2000, relating to District Bharuch, Taluka Bharuch in village Bhensali.
  - (i) against Bhensali in Column 2 for Taluka "Bharuch", in column -1 , the Taluka " Vagara" shall be substituted.

[No -I-14014/4/99 GP (Part-II)]

P M M I NA, Director

नई दिल्ली, 2 मई, 2001

का. आ. 905— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सख्या का. आ. 2728, तारीख 13 दिसम्बर, 2000 द्वारा, गुजरात राज्य के जिला सूरत में हजीरा से जिला भरुच में दाहेज तक प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ,

और उक्त रापजत्रित अधिसूचना की प्रतियों जनता को तारीखी 30 जनवरी, 2001 से 19 फरवरी, 2001 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के लिए उक्त भूमि अपेक्षित है ,

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने की घोषणा करती है ,

यह और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि ऐसी भूमि में उपयोग का अधिकार घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लगमो से मुक्त, गुजरात स्टेट पेट्रोलियम कॉर्पोरेशन लिमिटेड, ब्लाक नं. 15, तीसरा तल, उद्योग भवन, सेक्टर नं. 11, गांधीनगर-382011, गुजरात में निहित होगा ।

जिल्ला: भरुच			राज्य: गुजरात		
तालुके का नाम	गांव का नाम	सर्वेक्षण सं./ खंड सं.	क्षेत्र	हेक्टर	आरे सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)
हाजिरा	दाहेज	518	00	11	40
		524	00	17	60
		522	00	26	00
		523	00	39	20
		528	00	27	40
		535	00	18	10
		534	00	09	30
		गस्ता (जी. आइ. डी. सी.)	00	09	00
		532	00	04	60
		565	00	27	60
		571	00	43	60
		572	00	45	60
		573	00	24	40
		गाला (जी. आइ. डी. सी.)	00	01	00
		595	00	25	00
		596	00	21	50
		599	00	27	40
अवलोकन	सकल योग	397/1	01	00	00

[सं. एल.-14014/4/99- जी. पी. (भाग II)]

पी. एन. मीणा (अध्यक्ष)

New Delhi, the 2nd May, 2001

S. O. 905.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas number S.O. 2728 dated the 13th December, 2000 issued under sub-section (1) of section-3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipelines for the transport of natural gas in the State of Gujarat from Hajira in District Surat to Dahej in District Bharuch by the Gujarat State Petroleum Corporation Limited.;

And, whereas, the copies of the said Gazette notification were made available to the public on 30th January 2001 to on 19th February, 2001 ;

And, whereas, the competent authority has under sub-section (1) of section-3 of the said Act has submitted the report to the Central Government ;

And, whereas, the Central Government has, after considering the said report, satisfied that the said land are required for laying of the pipelines for the transport of natural gas ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of section-6 of the said Act, the Central Government hereby directs that the right of user in such land shall, instead of vesting in the Central Government vests from the date of the publication of the declaration, in the **Gujarat State Petroleum Corporation Limited.**, Block No 15, 3rd Floor, Udyog Bhavan, Sector No. 11, Gandhi Nagar -382 011, Gujarat, free from all encumbrances.

**District : BHARUCH****State : Gujarat**

Name of Taluka	Name of Village	Survey No. /Block No.	Area		
			Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)
VAGRA	DAHEJ	518	00	11	40
		524	00	17	60
		522	00	26	00
		523	00	39	20
		528	00	27	40
		535	00	18	10
		534	00	09	30
		Road (GIDC)	00	09	00
		532	00	04	60
		565	00	27	60
		571	00	43	60
		572	00	45	60
		573	00	24	40
		Drain (GIDC)	00	01	00
		595	00	25	00
		596	00	21	50
ANKLESHWAR	SAKKARPOR	599	00	27	40
		397/1	01	00	00

[No -L-14014/4/99 GP (Part-II)]

P M MEENA, Director

नई दिल्ली, 2 मई, 2001

का. आ. 906— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सख्या का. आ. 2440, तारीख 8 नवम्बर, 2000 द्वारा प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कोर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ,

और उक्त रापजतित्र अधिसूचना की प्रतियाँ जनता को तारीख 26 नवम्बर, 2000 से 7 दिसम्बर, 2000 तक उपलब्ध करा दी गई थी,

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ,

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ,

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है ,

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि ऐसी भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लगमो से रहित, गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड, गांधीनगर, गुजरात में निहित होगा ।

जिल्ला: भरुच			राज्य: गुजरात		
तालुके का नाम	गांव का नाम	सर्वेक्षण सं. / खंड सं.	क्षेत्र		
			हेक्टर	आरे	सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)
अंकलेश्वर	भोरीडा	224/3/बी	00	12	60
		216/पैकी	00	04	50
	तरीया	201/6/बी	00	06	70
		201/1/1	00	08	30
	धनतुरिया	10/3/बी	00	04	60
		7	00	04	50
		59/बी	00	01	70
		281/2/ए	00	00	10
		316/2	00	09	00
		301	00	05	30
भरुच	वडवा	भुवा अमदादा विशाखा	00	02	20
		भाडभुत विशाखा	00	02	80
	भाडभुत	339	00	03	60
		319	00	10	30
		311	00	04	40
		310	00	05	30

(1)	(2)	(3)	(4)	(5)	(6)
अन्य	बहुता (अधुना)	307	00	00	10
	अधुना	304	00	02	20
		302	00	03	50
		262	00	00	20
		293	00	00	80
		286	00	00	80
		298	00	00	10
		288	00	01	00
		289/2	00	02	40
		277	00	02	00
		भादभुत नवेथा विशाखा	00	02	40
		भादभुत नवेथा विशाखा (सर्वेक्षण सं. 121 केपास )	00	02	80
	एकमाल	333	00	01	00
		334	00	03	30
		346	00	05	30
		345	00	00	10
		349	00	03	80
		312	00	10	20
		311	00	04	40
		310	00	05	00
		307	00	01	20
		309	00	02	80
		254	00	03	50
		304	00	00	20
		255	00	03	00
		256	00	00	20
		258	00	02	30
		259	00	00	10
		अष्टक	00	00	90
		107	00	03	10
		106	00	05	30
		116	00	00	90
		117	00	00	30
		118	00	01	20
		119	00	05	40
		139	00	01	70
		121	00	00	80

(1)	(2)	(3)	(4)	(5)	(6)
	एकसाल (क्रमशः)	138	00	00	10
		129	00	01	90
		132	00	01	80
		131	00	02	80
		रास्ता (सर्वे नं. 66 और 27 के बीच में)	00	03	40
		26	00	02	80
		27	00	17	80
		नाला (सर्वे नं. 58 में)	00	01	20
		नाला (सर्वे नं. 2/पैकी में)	00	03	10
		3	00	03	30
		नाला (सर्वे नं. 2/पैकी में)	00	03	00
	केसरोल	12	00	11	80
		11	00	02	10
		23	00	06	30
		24	00	02	00
		2	00	06	70
		नाला	00	01	20
		156	00	01	10
		165	00	04	40
		170	00	10	40
		नहेर	00	04	00
		202	00	03	00
		203	00	09	20
		205	00	18	70
		207	00	06	10
		भुखी नदी	00	04	40

[सं. एल.-14014/4/99-जो. पी. (भाग-III)]

पी. एम. मीणा, निदेशक

New Delhi, the 2nd May, 2001

S. O. 906.— Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas number S.O. 2440 dated the 8th November, 2000 issued under sub-section (1) of section-3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of natural gas by the Gujarat State Petroleum Corporation Limited.;

And whereas, the copies of the said Gazette notification were made available to the public from 26th November, 2000 to 7th December, 2000 ;

And whereas, the competent authority in pursuance of sub-section (1) of section-6 of the said Act has made his report to the Central Government ;

And further whereas, the Central Government, after considering the said report, is satisfied that the right of user in the lands Specified in the Schedule appended to this notification should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired for laying the pipelines;

And further, in exercise of the powers conferred by sub-section (4) of section-6 of the said Act the Central Government hereby directs that the right of user in such land shall, instead of vesting in the Central Government vests from the date of the publication of the declaration, in the Gujarat State Petroleum Corporation Limited., Gandhinagar, Gujarat, free from all encumbrances.

### Schedule

District : BHARUCH			State : Gujarat		
Name of Taluka	Name of Village	Survey No. / Block No.	Area		
			Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)
ANKLESHWAR	BORIDRA	224/3/B	00	12	60
		216/P	00	04	50
	TARIYA	201/6/B	00	06	70
		201/1/1	00	08	30
	DHANTURIYA	10/3/B	00	04	60
		7	00	04	50
		59/B	00	01	70
		281/2/A	00	00	10
		316/2	00	09	00
		301	00	05	30
BHARUCH	VADVA	Bhuva – Amdada Minor	00	02	20
	BHADBHUT	Bhadbhut Minor	00	02	80
		339	00	03	60
		319	00	10	30
		311	00	04	40
		310	00	05	30
		307	00	00	10
		304	00	02	20
		302	00	03	50
		262	00	00	20
		293	00	00	80

(1)	(2)	(3)	(4)	(5)	(6)
BHARUCH	YADVA BHADBHUT (Cont.)	286	00	00	80
		298	00	00	10
		288	00	01	00
		289/2	00	02	40
		277	00	02	00
		Bhadbhut Navetha Minor	00	02	40
		Bhadbhut Navetha Minor (Near S. No. 121)	00	02	60
	EKSAL	333	00	01	00
		334	00	03	30
		346	00	05	30
		345	00	00	10
		349	00	03	80
		312	00	10	20
		311	00	04	40
		310	00	05	00
		307	00	01	20
		309	00	02	80
		254	00	03	50
		304	00	00	20
		255	00	03	00
		256	00	00	20
		258	00	02	30
		259	00	00	10
		Carttrack	00	00	90
		107	00	03	10
		108	00	05	30
		116	00	00	90
		117	00	00	30
		118	00	01	20
		119	00	05	40
		139	00	01	70
		121	00	00	60
		138	00	00	10
		129	00	01	90
		132	00	01	80
		131	00	02	80
		Road (Betn. S. No. 66 & 27)	00	03	40
		26	00	02	80
		27	00	17	80

(1)	(2)	(3)	(4)	(5)	(6)
	EKSAL (Cont...)	Nalla (In S. No. 58)	00	01	20
		Nalla (In S. No. 2/P)	00	03	10
		3	00	03	30
		Nalla (In S. No. 2/P)	00	03	00
	KESROL	12	00	11	80
		11	00	02	10
		23	00	06	30
		24	00	02	00
		2	00	06	70
		Drain	00	01	20
		156	00	01	10
		165	00	04	40
		170	00	10	40
		Canal	00	04	00
		202	00	03	00
		203	00	09	20
		205	00	18	70
		207	00	06	10
		Bhukhi Rive	00	04	40

[No.-L-14014/4/99 GP (Part-III)]

P. M. MEENA, Director

नई दिल्ली, 2 मई, 2001

का. आ. 907—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2297 तारीख 17 अक्टूबर 2000 द्वारा प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा इस अधिसूचना से उपाबद्ध अनुसूची में विनिष्टि भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त रापजत्र अधिसूचना की प्रतियों तारीख 14.11.2000 को जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को अर्जित करने का विनिश्चय किया है ,

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइनें बिछाने के प्रयोजन के लिए उपयोग का अधिकार अर्जित किया जाता है ,

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए समी विल्लगमों से रहित गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड, गांधीनगर में निहित होगा ।

अनुसूची

ज़िला : मुरत				राज्य : गुजरात		
तालुका का नाम	गाँव का नाम	सर्वेक्षण स. / खण्ड स.	उप-खण्ड सं.	क्षेत्रफल		
				हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6	7
चौरागि	मोरा	168		00	28	55
	वरियाव	1241		00	31	68
		1240		00	11	32
		1239		00	17	08
	कांभाड	747	1	00	20	69
		748	1	00	13	00
		748	2	00	15	86
		756		00	11	36
		757		00	13	64
		812		00	00	40
		811		00	28	68
		758		00	05	14
		761		00	30	06
		1120		00	00	40
		805		00	15	26
		763		00	00	62
		804		00	18	20
		803		00	15	54
		802		00	12	82
		797		00	26	36
		795		00	09	4
		796		00	24	20
		854		00	01	01
		855		00	09	51
		855	1	00	02	69

1	2	3	4	5	6
वीगसि	कोसाड	887	00	13	79
		888	00	11	03
	(क्रमशः)	884	00	28	04
		885	00	00	40
		1086	00	08	12
		1087	00	07	71
		1084	00	12	67
		1083	00	09	90
		32	00	04	00
		31	00	08	11
		30	00	05	91
		29	00	00	61
		28	00	09	54
		27	00	18	70
		26	00	08	27
		35	00	02	10
		36	00	10	17
		22	00	02	04
		37	00	08	94
		38	00	07	24
		39	00	13	18
		20	00	06	27
		40	00	01	50
		43	00	00	40
		250	00	02	06
		249	00	08	91
		240	00	03	68
		239	00	05	44
		238	00	05	02
		220	00	10	14
		196	00	03	24

[सं. पत्र-14014 4/99-जी पी (भाग-III)]

पी एम मीणा, निदेशक

New Delhi, the 2nd May, 2001

S. O. 907.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas number S O 2297 dated the 17th October, 2000 issued under sub-section (1) of section-3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule annexed to that notification for the purpose of laying pipeline for the transport of natural gas by the Gujarat State Petroleum Corporation Limited.;

And, whereas, the copies of the said Gazette notification were made available to the public on 14.11.2000,

And, whereas, the competent authority has under sub-section (1) of section-6 of the said Act, submitted report to the Government ;

And, further, whereas, the Central Government has, after considering the said report decided to acquire the Right of User in the Land specified in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule annexed to this notification hereby acquired, for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of section-6 of the said Act, the Central Government directs that the right of user in the lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the **Gujarat State Petroleum Corporation Limited., Gandhinagar**, free from all encumbrances

### Schedule

District : Surat				State : Gujarat		
Name of Taluka	Name of Village	Survey/Block No	Sub-Division no	Area		
				Hec	Are	Centiare
1	2	3		4	5	6
Chourasi	Mora	168		00	28	55
	Variav	1241		00	31	68
		1240		00	11	32
		1239		00	17	08
	Kosad	747	1	00	20	69
		748	1	00	13	00
		748	2	00	15	86
		756		00	11	36
		757		00	13	64
		812		00	00	40
		811		00	28	68
		758		00	05	14
		761		00	30	06
		1120		00	00	40
		805		00	15	26
		763		00	00	62
		804		00	18	20
		803		00	15	54
		802		00	12	82
		797		00	26	36
		795		00	09	46
		796		00	24	20
		854		00	01	01
		855		00	09	51
		855	1	00	02	69
		887		00	13	79
		888		00	11	03

1	2	3	4	5	6
Chourasi	Kosad	884	00	28	04
	(Contd )	885	00	00	40
		1086	00	08	12
		1087	00	07	71
		1084	00	12	67
		1083	00	09	90
		32	00	04	00
		31	00	08	11
		30	00	05	91
		29	00	00	61
		28	00	09	54
		27	00	18	70
		26	00	08	27
		35	00	02	10
		36	00	10	17
		22	00	02	04
		37	00	08	94
		38	00	07	24
		39	00	13	18
		20	00	06	27
		40	00	01	50
		43	00	00	40
		250	00	02	06
		249	00	08	91
		240	00	03	68
		239	00	05	49
		238	00	05	02
		220	00	10	14
		196	00	03	24

[No -L-14014/4/99 GP(Part-III)]

P. M. MEENA, Director

श्रम मंत्रालय

नई दिल्ली, 9 अप्रैल, 2001

का.आ. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबंध में निहित और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 3-4-2001 को प्राप्त हुआ था।

[नं. एल-12012/365/96-आई.आर. (बी-II)]

सी. गंगधरन, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 9th April, 2001

S.O. 908.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 3-4-2001.

[No. L-12012/365/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, SARVODAYA NAGAR,  
KANPUR

I.D. No 229/97

In the matter of dispute :

## BETWEEN

The General Secretary,  
Union Bank Employees Union,  
628/M-33 Murari Nagar,  
Faizabad Road,  
Lucknow.

## AND

The General Manager,  
Union Bank of India,  
Zonal Office,  
Kapoorthala Complex,  
Aliganj,  
Lucknow.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/365/96-IR(B-II) dated 24-11-97 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of Union Bank of India, Lucknow to deny Shri Balwant Singh clerk of clerical cadre scale of wages w.e.f. 1-5-80 i.e. the month of promotion at par with Sri S. A. R. Zaidi, clerk cum cashier, Lucknow, is Legal and Justified? If not, to what relief the said workman is entitled?”

2. In the statement of claim it has been alleged that Sri Balwant Singh and S. A. R. Zaidi were promoted from sub staff cadre to clerical cadre w.e.f. 15-5-80. The management allowed the fitment to Sri Zaidi in clerical cadre w.e.f. 19-8-80, i.e. the date of joining in the clerical cadre and Balwant Singh was allowed fitment on 17-6-80 i.e. the date of joining in the clerical cadre. Later on in the year 1993

management reviewed fitment in the clerical cadre of Sri Zaidi and allowed him fitment in the clerical cadre w.e.f. 1-5-80 although he was promoted from 15-5-80 and he took over charge of that post in August 1980. Sri Balwant who was senior to Sri Zaidi also moved similar application for giving benefit of promotion in the clerical cadre w.e.f. 1-5-80 i.e. the date from which the benefit of promotion was granted to Sri Zaidi, but his request was turned down. Thereafter the union raised the dispute on behalf of Balwant Singh and the matter has been referred to this tribunal for adjudication. It has been alleged that Sri Balwant Singh and Sri Zaidi were members of sub staff and were promoted to clerical cadre w.e.f. 15-5-80, both being in the same cadre under the same employer and having same date of promotion must get equal treatment in fixation and payment of salary in the clerical cadre. Both were paid new fitment in the clerical cadre. In the year 1993 the management reviewed fitment of Sri Zaidi and granted him the benefit of the pay scale in the clerical cadre w.e.f. 1-5-80, the first date of the month of promotion of Sri Zaidi. Balwant Singh requested the management to grant him the same benefit which was granted to Sri Zaidi w.e.f. 1-5-80 but his request was turned down without any valid reason. It has been alleged that both the workmen were entitled to equal treatment by the management but the management failed to do so. On the basis of these allegation it has been prayed that Balwant Singh should be allowed clerical salary w.e.f. 1-5-80 i.e. first date of the month of promotion at par with Sri Zaidi to have fair treatment.

3. The management has filed written statement with contention that both were members of sub staff and were given promotion w.e.f. 15-5-80. It has also been admitted by the bank that both were given promotional benefits from the date when they joined the post in the clerical cadre on promotion. It has been alleged that Zaidi made representation and his representation was allowed and he was given promotional benefit from 1-5-80 under the orders of Head Office at Mumbai. Sri Balwant Singh also made similar request but his request was turned down hence he could not be allowed the same benefits as were granted to Sri Zaidi. It has been alleged that the bank has not made any discrimination in this case against Sri Balwant Singh

4. On behalf of the workman rejoinder has been filed in which the facts alleged in the statement of claim have been reiterated. Workman examined himself as W.W. 1 and filed documents Ext. W-1 to W-8. Management examined Sri R. R. Mohanti M.W. 1 and filed 8 documents marked Ext. M-1 to M-8.

5. I have heard the auth. representatives for both the sides and have gone through the record of the case.

6. It is admitted case of the parties that Sri Balwant Singh and Sri Zaidi belonged to sub staff cadre and both were given promotion to the clerical cadre vide order dated 10-5-80 w.e.f. 15-5-80. It is also undisputed that Sri Balwant Singh joined the post in the clerical cadre on 17-6-80 whereas Sri Zaidi joined the post in the clerical cadre on 19-8-80 and pay of both the employees were fixed in clerical cadre from the date of joining the post in the clerical cadre. It appears that Sri Zaidi made representation to the head office of the bank for giving him benefits of promotion from 1-5-80 and the same was granted to him and when Sri Balwant Singh made similar representation the same was refused to him. Both these orders are on the record. It is not mentioned in the order whereby promotional benefits have been granted to Sri Zaidi as to what were the reasons for giving him promotional benefits from 1-5-80. The order whereby the same benefit was refused to Sri Balwant Singh is also on record. That does not show as to how the case of Balwant Singh was different from Zaidi and why the said benefit which was granted to Sri Zaidi was not granted to Sri Balwant Singh who was senior to Sri Zaidi in sub staff cadre and was entitled to get more salary than Sri Zaidi in the cadre of clerks. Thus the bank appears to have discriminated against Balwant Singh in not giving the same benefit which have been granted to Sri Zaidi when both were promoted w.e.f. 15-5-80 and both were given promotional benefits from the date of their joining on the post in clerical cadre. In my opinion Sri Balwant Singh was also entitled to get the same benefit from the same date from which the promotional benefits have been granted to Sri Zaidi i.e. 1-5-80. The action of the management against Balwant Singh appears to

be illegal being arbitrary and hit by Article 14 and 16 of the Constitution of India.

7. In view of above considerations, I have no option but to hold that Sri Balwant Singh must be granted the promotional benefits in the pay scale of clerical cadre w.e.f. 1-5-80 the date on which the same benefits were granted to Sri Zaidi and his pay should be fixed accordingly and arrears should also be paid to him within a period of three months from the date of publication of this award.

8. Reference is answered accordingly.

Dated 8-3-2001.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2001

क्र.आ. 909.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधक के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-2001 को प्राप्त हुआ था।

[क्र. एस-12012/308/96-आर्द्धवार (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 9th April, 2001

S.O. 909.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 3-4-2001.

[No. L-12012/308/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI R. P. PANDEY PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT SARVODAYA NAGAR,  
KANPUR

Industrial Dispute No. 202 of 1997

In the matter of dispute :

BETWEEN

Assistant General Secretary,  
Punjab National Bank,  
Staff Association 463 Saudagran,  
Bareilly-243001.

AND

Regional Manager,  
Punjab National Bank,  
Regional Office, Bazpur Road,  
Kashipur Distt,  
Udhamsingh Nagar-244713.

AWARD

1. Central Government, Ministry of Labour, vide its notification No L-12012/308/96/IR(B-II) dated 12/15-9-97, has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Punjab National Bank, Kashipur in stoppage one increment with cumulative effect of Shri P. K. Saxena Special Assistant is legal and justified ? If not to what relief the said workman is entitled?"

2. In the statement of claim filed on behalf of the workman it has been alleged that Shri P. K. Saxena was working

as permanent special assistant in the branch office Rail Bazar, Haldwani of Punjab National Bank District Nainital. He was issued a chargesheet by the Regional Manager of Punjab National Bank, Kashipur vide chargesheet dated 15-4-94. The first charge against him was that on 16-12-93 he was working as Branch Manager and he left the branch at 5.15 p.m. without closing the branch as such main gate of the branch remained unlocked during the whole night. The second charge against him was that on 16-12-93 after working hours he was found taking liquor alongwith three employees in the bank premises of the aforesaid branch. A domestic enquiry was held on these charges and he was held guilty of both charges levelled against the workman. Consequently the disciplinary authority passed an order of stoppage of one increment with cumulative effect. Against that order of punishment the concerned workman filed an appeal which was also dismissed. It was alleged that the enquiry was not conducted fairly and properly against him and the charges were not established against him. It has also been alleged that Sri Praveen Shah the then branch manager was present on 16-12-1993 in the Rail Bazar Branch, Haldwani and he was responsible for keeping the doors of the branch opened after working hours and Sri P. K. Saxena the concerned workman could not be held responsible for the same. It has been alleged that although on 15-12-1993 Sri Praveen Shah had a programme to go to Kashipur on 16-12-1993 but he cancelled his programme to visit to Kashipur on 16-12-1993 and remained in the branch throughout the day. Hence, the concerned workman cannot be held responsible for keeping the gate of the branch office Rail Bazar, Haldwani of Punjab National Bank opened and unlocked. It has also been alleged that there is no evidence that the concerned workman was found taking liquor after office hours in the branch of the bank. On the basis of these allegations it has been prayed that the impugned order of punishment may be quashed and he be granted all consequential benefits as if the aforesaid order of punishment was not passed.

3. The management of the bank filed written statement with contention that on 16-12-1993 the concerned workman was officiating as Manager because Praveen Shah the then Manager had gone out of station to Kashipur on official duty. It has been alleged that Praveen Shah was not present in the branch of the bank on 16-12-1993 and he could not be held responsible keeping gate of the branch unlocked after working hours on 16-12-1993. It has been alleged that enquiry conducted against the concerned workman was in accordance with the rules and full opportunity of hearing was afforded to concerned workman. I was also been alleged that the concerned workman was held guilty by the enquiry officer for the charges levelled against him and proper order of punishment has been passed against the concerned workman. In the end it has been alleged that if it is held by this Tribunal that the departmental enquiry was not properly and fairly held against the delinquent the management should be given an opportunity to adduce evidence in support of the charges levelled against the concerned workman.

4. The concerned workman filed rejoinder in which he reiterated the allegations made in the statement of claim. It has been further alleged that neither charge of the post of the Branch Manager was given to the concerned workman nor he officiated on 16-12-1993 as such. It has again been alleged that in the evening of 15-12-1993 the Branch Manager cancelled his programme of going to Kashipur and remained in the branch as Branch Manager on 16-12-1993, hence the concerned workman cannot be held responsible for getting the door of the branch unlocked after working hours on 16-12-1993.

5. In this case a preliminary issue was framed to the effect whether the domestic enquiry conducted by the management was fair and proper. After considering the materials on record and giving an opportunity of hearing to the parties this Tribunal vide order dated 28-9-1998 held that the domestic enquiry was not fairly and properly held against the concerned workman and the charges were not proved during the course of Enquiry. Thereafter, the parties were given opportunity to adduce evidence. The workman examined himself as W.W. 1 whereas the management examined Sri Praveen Shah the then Branch Manager of Rail Bazar, Haldwani Branch of the Bank as M.W. 1. Parties have also filed a number of documents in support of their respective cases which shall be considered at the proper place.

6. So far as the charge of taking liquor by Sri P. K. Saxena, on 16-12-1993 after working hours in the Branch Office of the Bank is concerned, there is absolutely no reliable evidence on record to prove this charge against him. I, therefore, hold that this charge is not proved against the concerned workman by any cogent and reliable evidence.

7. The next charge against Sri Saxena was that while officiating as Manager on 16-12-1993 in the Rail Bazar Haldwani Branch of the Bank he left the office at 5.15 p.m. without closing the branch and without getting the main gate of the branch locked and the lock of the main gate was found open on 17-12-1993 in the morning and thus he was guilty for negligence in the discharge of his official duties.

8. The case of the management from the very beginning is that on 15-12-1993 the then branch manager Sri Praveen Shah had a programme to go to Regional Manager Office, Kashipur on 16-12-1993 and he had passed an order on 15-12-1993 that Sri P. K. Saxena the Special Assistant of the branch shall officiate as manager of the branch on 16-12-1993 and that order was signed by Sri P. K. Saxena. This is also the case of the management of the bank that on 16-12-1993 Sri P. K. Saxena officiated as manager throughout the whole day and that when he left the branch after working hours he did not bother to close the branch and to get the main gate of the branch locked. On the other hand the case of the concerned workman is that although on 15-12-1993 Sri Praveen Shah had a programme to go to Kashipur on 16-12-1993 on official duty but he changed his programme in the evening of 15-12-1993 and told him that he will continue as manager in the branch on 16-12-1993, and he worked as manager on 16-12-1993 through out the whole day, hence he (P. K. Saxena) could not be held responsible for keeping the door of the branch unlocked on 16-12-1993, after working hours. The real question to be decided in this case is whether Sri P. K. Saxena officiated as manager in the branch on 16-12-1993 or not. From the evidence on record it is established beyond doubt that Sri P. K. Saxena officiated as branch manager of Rail Bazar Branch on 16-12-1993. Sri Praveen Shah M.W. 1 has stated on oath that he worked as manager of Rail Bazar Haldwani branch from 18-5-1993 to 22-3-1994. He stated that on 16-12-1993 he had gone to Regional Manager's office Kashipur on official duty and Sri P. K. Saxena the concerned workman officiated as branch manager. He stated that under the office order the concerned workman had to officiate as Branch Manager on 16-12-93. He stated that it was the duty of the branch manager to see that the gate of the branch is closed and locked but the door of the branch remained unlocked on 16-12-1993 after working hours and this was detected on the next day when two police men informed that the lock of the main door of the branch was found open. The testimony of Sri Praveen Shah M.W. 1 on this point stands supported by overwhelming documentary evidence. The photocopy of office order passed on 15-12-1993 by Praveen Shah is Ext. W-4 on record which has been filed by the workman. In this order Sri Praveen Shah had written that on 16-12-1993 he was going to Regional Manager's Office Kashipur and in his absence Sri P. K. Saxena shall officiate as Branch Manager. This order was signed by the concerned workman on the same day. Ext. W-10 is photocopy of the letter dated 4-5-1994 sent by Sri P. K. Saxena Special Assistant to the disciplinary authority. In this letter Sri Saxena admitted that on 16-12-1993 he worked as officiating branch manager. The copy of the appeal Ext. M-13 filed by the concerned workman against the order of punishment is on the record. In paragraph 2 of this appeal, he admitted that on 16-12-1993 he worked as usual on current incharge officiating manager. Sri P. K. Saxena W.W. 1 admitted in his cross examination that for officiating as manager on 16-12-93 he was paid officiating allowance in Jan. 1994. It has also come in the statement of the claim of the workman that Sri Praveen Shah was paid T.A. for visiting Kashipur on official duty on 16-12-1993. In view of the aforesaid admission made by the concerned workman and the documentary evidence on the record, I am inclined to believe the testimony of Sri Praveen Shah M.W. 1 that the concerned workman officiated as Branch Manager on 16-12-1993 in Rail Bazar Branch of the bank at Haldwani. I, therefore, reject the contention of the concerned workman that he did not officiate as Manager on 16-12-1993 in Rail Bazar Branch of the bank at Haldwani.

9. Sri P. K. Saxena admitted in his statement oath that it is the duty of the branch manager to get the branch of the bank opened and to get the branch closed in the evening. Sri Praveen Shah has also made similar statement that it was the duty of the manager to see that the branch is closed after working hours. There is not much dispute about the fact that main door of the branch remained open and unlocked after working hours on 16-12-1993 and the same was detected on the next day in the morning. During the course of arguments an attempt has been made on behalf of the workman to show that the fact of remaining the main gate of the branch unlocked is not established by any evidence. But there is no substance in this contention. The evidence of Sri Praveen Shah on this point goes uncontroverted. A copy of the letter dated 9-2-1994 written by Sri P. K. Saxena the concerned workman to the Regional Manager of the Bank at Kashipur is on the record. In this letter Sri Saxena admitted that he had officiated as manager on 16-12-1993 and on the next day when he came to office he came to know that the gate of the branch was not closed and locked due to lapse on the part of Pitamber Pandey Canteen Boy. The news published in news paper dated 18-12-1993 published from Bareilly is ext. M-5 on record. This also supports the case of the management that main door of Rail Bazar Branch of the bank at Haldwani remained open and locks were not put on it due to negligence on the part of the officers of the bank. Thus I am, therefore, inclined to believe the testimony of Sri Praveen Shah that the main gate of the branch remained unlocked after working hours on 16-12-1993 till morning of 17-12-1993 due to negligence of the concerned workman who was officiating as branch manager of the branch on 16-12-1993.

10. Sri Praveen Shah admitted in his cross examination that he had put his signature on the attendance register dated 16-12-1993 due to mistake although he was not present on that day in the branch. He stated that when he came to the branch on 17-12-93 he found that ledger set and the FDRs prepared on 16-12-1993 were not signed by the concerned workman as manager then he put his signatures on those FDRs and ledger as they were incomplete and he completed that on the next day.

11. That is overwhelming evidence on record to show that Sri P. K. Saxena the concerned workman officiated as branch manager on 16-12-1993. I am therefore inclined to believe the testimony of Sri Praveen Shah that due to mistake he signed the attendance register on 16-12-1993 when he reached the office on 17-12-1993 and completed the incomplete work left by the concerned workman who had officiated as manager on 16-12-93 of branch.

12. In view of evidence on record discussed above I find that the charge that Sri P. K. Saxena officiated on 16-12-93 as branch manager of the branch in Rail Bazar Branch at Haldwani and left the main door of the branch unlocked after working hours is established by cogent and reliable evidence. This was a great lapse on the part of Sri P. K. Saxena concerned workman.

13. There is no doubt that second charge of taking liquor by the concerned workman in bank's premises is not proved but the charge which is established against him is sufficient to justify the punishment of stoppage of one increment with cumulative effect imposed upon him. I, therefore, do not find any illegality in the impugned order of punishment passed against the concerned workman.

14. I, therefore, hold that the action of the management of PNB in stopping one increment with cumulative effect of Sri P.K. Saxena the concerned workman is legal and justified and he is not entitled to get any relief in pursuance of this reference.

15. Reference is answered accordingly.

Dated 23-3-2001.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2001

का.आ. 910—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंकिंग सर्विस रिक्रूटमेंट बोर्ड के प्रबंधन के समय नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2001 को प्राप्त हुआ था।

[स. एल-12012/232/98-आईआर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 9th April, 2001

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Banking Service Recruitment Board and their workman, which was received by the Central Government on 7-4-2001.

[No. L-12012/232/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं अथ न्यायालय, जयपुर।

प्रकरण संख्या :—सी.जी.आई.टी./जे.-17/99

आदेश संख्या :—एल-12012/232/98/आई.आर (बी-ii)  
19-4-99

खैरातीलाल पुत्र श्री किशनलाल द्वारा, अखिल भारतीय स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, कर्मचारी संघ, जयपुर।  
—प्रार्थी

बनाम

अध्यक्ष,  
बैंकिंग सर्विस रिक्रूटमेंट बोर्ड,  
जीवन बीमा निगम भवन,  
भवानीसह रोड, जयपुर।

—अप्रार्थी

उपस्थित

प्रार्थी की ओर से श्री आर.सी. जैन  
अप्रार्थी की ओर से श्री डी.डी. पारीक  
पंचाट दिनांक : 26-2-2001

पंचाट

केन्द्रीय सरकार के द्वारा उक्त आदेश के जरिए निम्न विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा -10 की उप-धारा (1) के खंड -घ के प्रावधानों के अन्तर्गत न्यायनिर्णय हेतु निर्दिष्ट किया गया।

"Whether the action of the Chairman, Banking Services Recruitment Board, Jaipur not giving appointment to Sh. Khairatilal and subsequently giving work to the other person in his place was justified? If not, what relief workman is entitled to and from what date?"

प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी नियुक्ति बैंकिंग सर्विस रिक्रूटमेंट बोर्ड (जिसे बाद में बोर्ड कहा गया है।) में दिनांक 4-6-97 को इकजाई वेतन पर चररासी का कार्य किए जाने हेतु हुई थी व उक्त कार्य दिनांक 11-11-97 तक निरन्तर वह बोर्ड में करता रहा। दिनांक 12-11-97 को अप्रार्थी ने अकारण ही उसे सेवामुक्त कर दिया। सेवामुक्त करने से पूर्व कोई नोटिस नहीं दिया। उससे कनिष्ठ श्रमिक बोर्ड में कार्यरत हैं तथा अन्य नये श्रमिकों को भर्ती किया गया है, जिनके नाम रामचन्द्र, अश्वकुमार व कैलाश हैं। उसे श्रमिकों को भर्ती किये जाने के समय उसे पुनः सेवा में लिए जाने हेतु कोई नोटिस नहीं दिया गया। इस प्रकार अप्रार्थी ने अधिनियम, 1947 की धारा 25-जी, एच व राजस्थान औद्योगिक विवाद अधिनियम, 1958 के नियम 77, 78 की पालना नहीं की। प्रार्थना की गई कि यह घोषित किया जाए कि उसे दिनांक 12-11-97 से सेवामुक्त किए जाने व उसके स्थान पर अन्य श्रमिकों का भर्ती किया जाना पूर्णतः अनुचित व अवैध है व उसे निरन्तर सेवा में मानते हुए पुनः सेवा में लिया जावे व पिछला वेतन दिलाया जावे।

अप्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत किया गया, जिसमें प्रारम्भिक आपत्ति की गई कि बोर्ड अधिनियम, 1947 के अनुसार "उद्योग" की परिभाषा में नहीं आता। बोर्ड भारत सरकार के द्वारा सार्वजनिक क्षेत्र के बैंकों में वित्तिक अभ्यर्थियों के चयन हेतु संस्थापित किया गया है। इस उद्देश्य हेतु अप्रार्थी द्वारा खर्च, अभ्यर्थियों से फीज, वित्तिक की परीक्षा के सभायोजन करने के पश्चात् समस्त व्यय उपरोक्त सभी बैंकों द्वारा सहभागिता किया जाता है। यह भी आपत्ति की गई कि प्रार्थी को विशिष्ट कार्य हेतु दिनांक 5-6-97 से 22-9-97 के मध्य 50 दिन अनुबंधित विशिष्ट राशि पर रखा गया था तथा उसका भुगतान तय-शुदा शर्तों के अनुसार प्रार्थी ने ले लिया, जिस कारण वह विवाद उठाने से विवक्षित है। बोर्ड को कार्यालय प्रतिष्ठान के लिए किसी भी स्टाफ के चयन की शक्ति निहित नहीं है। भारत सरकार के निर्देशानुसार बोर्ड को समन्वयन हेतु बैंक जिसने स्टाफ की आवश्यकता होती है, प्रतिष्ठान को देती है। स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर समन्वयन बैंक है। प्रार्थी पर अप्रार्थी का अनुशासनिक निपटण नहीं रहा। प्रार्थी के इस कथन को कि उसने दिनांक 11-11-97 तक निरन्तर बोर्ड में कार्य किया, गलत होने का उल्लेख किया। प्रार्थी बोर्ड के नियोजन में नहीं था तथा दिनांक 12-11-97 का उसे अकारण सेवामुक्त करने का विस्तृत निरर्थक व अमृत्य है। प्रार्थी के इस कथन को भी गलत बताया कि उससे कनिष्ठ श्रमिक बोर्ड में कार्यरत है व नए श्रमिकों की भर्ती की गई। रामचन्द्र, अश्व कुमार व कैलाश का विवरण पूर्णतः होने का उल्लेख किया। यह भी उल्लेख किया गया कि

जब वे नियोजन में ही नहीं थे तो वे कर्मकार की परिभाषा में नहीं आते।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :—

- (1) क्या प्रार्थी ने अप्रार्थी संस्थान में तारीख 4-6-97 से 11-11-97 तक निरन्तर कार्य किया ?
- (2) क्या प्रार्थी संस्थान औद्योगिक विवाद अधिनियम, 1947 की धारा -2(जे) के अनुसार उद्योग की परिभाषा में नहीं आता ?
- (3) क्या प्रार्थी को समय-समय पर अनुबन्धित विशिष्ट राशि पर अप्रार्थी संस्थान में रखा गया था ? यदि हां तो इसका प्रभाव ?
- (4) क्या अप्रार्थी संस्थान द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एच का एवं औद्योगिक विवाद (केंद्रीय) नियम, 1958 के नियम 78 का उल्लंघन किया गया है ?
- (5) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी ने अपने कथन के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया, जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया। अप्रार्थी की ओर से प्रमोद कुमार सिन्धी, प्रबंधक बोर्ड का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर प्रार्थी के प्रतिनिधि को दिया गया। इसके अतिरिक्त प्रतिलिपि पत्र निदेशक, वित्त मंत्रालय प्रदर्श एम-1, प्रतिलिपि रसीद प्रार्थी प्रदर्श एम-2 से लेकर प्रदर्श एम-6, प्रतिलिपि पत्र अवर सचिव, भारत सरकार प्रदर्श एम-7 व प्रतिलिपि निर्देशिका प्रदर्श एम-8 प्रस्तुत किए व प्रतिलिपि प्रार्थना-पत्र प्रदर्श एम-9 से प्रदर्श एम-10 प्रस्तुत किए।

अप्रार्थी की ओर से एन. के. जैन का शपथ-पत्र भी दस्तावेज तलब किए जाने के जवाब में प्रस्तुत किया गया।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया।

बनाए गए विवादकों का विनिश्चय निम्न प्रकार किया जाता है :—

विवादक संख्या-1 प्रार्थी का कथन है कि उसकी नियुक्ति विपक्षी संस्थान बोर्ड में दिनांक 4-6-97 को इकजाई वेतन पर चपरासी का कार्य करने हेतु हुई थी व दिनांक 11-11-97 तक उसने उक्त पद पर निरन्तर कार्य किया। विपक्षी की ओर से प्रमोद कुमार सिन्धी, प्रबंधक, बोर्ड का कथन है कि प्रार्थी ने दिनांक 5-6-97 से 22-9-97 तक अनुबन्धित आधार पर 50 दिन कार्य किया, जिसके संबंध में भुगतान की रसीद प्रदर्श एम-2 से एम-6 है। उसने प्रार्थी के कथन को कि दिनांक 4-6-97 को चपरासी के पद पर इकजाई वेतन पर उसकी नियुक्ति हुई थी, को गलत बताया उसने प्रतिपरीक्षा में कहा कि भुगतान की रसीद प्रदर्श एम-3 से प्रदर्श एम-6 28 दिन के वाचन प्रस्तुत की गई है,

जबकि प्रार्थी के द्वारा 50 दिन कार्य करना बताया गया है तो उसने कहा कि एक रसीद जून माह की प्रस्तुत करने में रूढ़ रही है। भुगतान की रसीद प्रदर्श एम-2 ने प्रदर्श एम-6 प्रार्थी के द्वारा प्रस्तुत की गई है, जिनके आधार पर उसे कार्य करने के बावजूत भुगतान किया गया है। प्रार्थी के द्वारा भुगतान रसीद प्रदर्श एम-2 से 26 जून, 30, जून, 3 जुलाई, 7 जुलाई व 11 जुलाई, 1997 को चपरासी व चाय का कार्य किए जाने का उल्लेख किया है; भुगतान रसीद प्रदर्श एम-3 में दिनांक 14-7-97, 16-7-97, 19-7-97, 22-7-97, 26-7-97 व 29-7-97 को पीओन व चाय का कार्य किए जाने व भुगतान रसीद प्रदर्श एम-4 में प्रार्थी के द्वारा दिनांक 1-8-97, 5-8-97, 9-8-97, 11-8-97, 14-8-97, 19-8-97, 22-8-97 को सफाई का कार्य अन्य मजदूरों के साथ करने व भुगतान रसीद प्रदर्श एम-5 में दिनांक 23-8-97, 27-8-97, 29-97 व 1-9-97 को अन्य मजदूरों के साथ सफाई का कार्य करने व रसीद प्रदर्श एम-6 में दिनांक 5-9-97, 9-9-97, 13-9-97, 16-9-97, 19-9-97, 22-9-97 को अन्य मजदूरों के साथ सफाई करने का उल्लेख किया गया है, जिससे कायदा पर उसे भुगतान किया गया है। उक्त भुगतान रसीदों के अन्तर्गत उसने कुछ दिन बोर्ड में पीओन व चाय का कार्य किया व कुछ समय अन्य मजदूरों की सहायता में उसने बोर्ड का सफाई का कार्य किया। विपक्षी द्वारा प्रस्तुत की गई उक्त माध्य में यह प्रमाणित है कि प्रार्थी ने दिनांक 5-6-97 से 22-9-97 के बीच कुल 50 दिन कार्य किया व प्रार्थी के इस कथन पर विश्वास नहीं किया जा सकता कि उसने दिनांक 4-6-97 से 11-11-97 तक विपक्षी संस्थान में निरन्तर कार्य किया।

बिन्दु संख्या-2 “उद्योग” की परिभाषा अधिनियम, 1947 की धारा 2 के खण्ड-जे में निम्न प्रकार दी गई है :—

“Industry” means any business, trade, undertaking manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;”

प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि बोर्ड “उद्योग” की परिभाषा में आता है। उन्होंने अपने तर्क के समर्थन में 2000 एन. एन. आर. 130 मैनेजमेंट ऑफ होर्टिकल्चर डिपार्टमेंट ऑफ दिल्ली एडमिनिस्ट्रेशन बनाम त्रिलोकचन्द व अन्य एवं ए. आई. आर. 1978 सुप्रीम कोर्ट 548 बंगलौर वाटर सप्लाई एण्ड सीवरेज बोर्ड बनाम ए. राजप्पा को उद्धृत किया है। 2000 एन. एन. आर. 130 मैनेजमेंट ऑफ होर्टिकल्चर डिपार्टमेंट ऑफ दिल्ली एडमिनिस्ट्रेशन बनाम त्रिलोकचन्द व अन्य के मामले में होर्टिकल्चर को “उद्योग” के तहत माना है। ए. आई. आर. 1978 सुप्रीम कोर्ट 548 बंगलौर वाटर सप्लाई एण्ड सीवरेज बोर्ड बनाम ए. राजप्पा के मामले में, इस बात से कि कोई विशिष्ट संस्थान उद्योग की परिभाषा में आता है अथवा नहीं निम्न मिश्रित प्रतिपादन किए गए :—

"Industry", as defined in S.2 (j) and explained in Banerji (AIR 1953 SC 58) has a wide import.

- (a) Whether (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and service calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasada or food) prima facie, there is an industry' in that enterprise.
- (b) Absence of profit motive or gainful objective if irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking."

उक्त निर्णय के खण्डसंख्या-18 में "sovereign" functions के बारे में यह प्रतिपादित किया गया है :-

"Again, the term "Regal", from which the term "sovereign" functions appears to be derived, seems to be a misfit in a Republic where the citizen shares the political sovereignty in which he has even a legal share, however small, in as much as he exercises the right to vote. What is meant by the use of the term 'sovereign', in relation to the activities of the State, is more accurately brought out by using the term "government" functions although there are difficulties here also in as much as the Government has entered largely new fields of industry. Therefore, only those service which are governed by separate rules and constitutional provisions, such as Articles 310 and 311 should, strictly speaking, be excluded from the sphere of industry by necessary implication."

दूसरी ओर अग्रार्थी के विद्वान अधिवक्ता का तर्क है कि विषयी संस्थान "उद्योग" की परिभाषा में नहीं आता। उनका तर्क है कि बोर्ड भ्रान्त सरकार के आदेशानुसार सार्वजनिक क्षेत्र के बैंकों में लिपिक अग्रार्थियों के चयन हेतु स्थापित किया गया है व इस उद्देश्य हेतु बोर्ड द्वारा अग्रार्थियों से फीम परीक्षा के आयोजन करने के पश्चात् व्यक्त सभी बैंकों द्वारा सहभागिता से किया जाता है। उनका यह भी तर्क है कि बोर्ड का अपने कार्य के निष्पादन हेतु स्टाफ के चयन हेतु एवं नियुक्ति हेतु कोई भी शक्ति निहित नहीं है। इस संदर्भ में उन्होंने अपने तर्क के समर्थन में प्रमोद कुमार मंत्री, प्रबंधक बोर्ड के अध्यक्ष व भारत सरकार के पत्र प्रदर्श एन-1 व निर्देशिका प्रदर्श एम-2 की ओर ध्यान आकृषित किया है। उन्होंने अपने तर्क के समर्थन में 1983 एल. एल. जे. 433 नजिमा बीबी बनाम पब्लिक सर्विस कमिशन की उद्धृत किया है। उक्त न्याय दृष्टान्त में केवल उच्च न्यायालय ने पब्लिक सर्विस कमिशन को "उद्योग" की परिभाषा में अन्तर्गत नहीं आना अभिनिर्धारित किया है।

निर्देशिका के अनुसार बोर्ड के गठन व उसका सचिवालय के बारे में निम्न प्रावधान है :-

## CHAPTER-II

### CONSTITUTION OF THE BOARD AND ITS SECRETARIAT

#### BOARD

2.1 Each Recruitment Board will consist of a full-time Chairman and not more than three part-time non-official members, of whom one will belong to SC/ST community. If the Chairman of the BSRB belongs to SC/ST, it may not be necessary to appoint another person from these communities as a part-time member. However, representation to minorities may also be kept in view while selecting part-time members. Ordinarily, it is envisaged that on a BSRB comprising Chairman and three non-official part-time members, there should be one representative from a Minority community also. In addition to the above there will be one representative each from co-ordinating and participating banks.

2.2 The Chairman of the Board will be an eminent person of good standing and integrity and will be appointed by the co-ordinating bank with the approval of the Government of India.

2.3 Part-time members of the Board should be men of unimpeachable integrity and have good academic qualifications and adequate professional experience. They will be appointed by the co-ordinating bank in consultation with the Chairman of the Board as also the participating banks. As a rule, the part-time members of BSRBs should be given a term of 3 years or till their attaining the age of 65 years, whichever is earlier. The representative of the co-ordinating participating bank on the Board should ordinarily be of the rank of Asst. General Manager and above and will hold office at the pleasure of the concerned bank.

2.4 Terms and conditions of appointment of Chairman and part-time members of the Board are regulated by the Government of India from time to time.

#### SECRETARIAT OF THE BOARD

2.5 There will be a Secretariat for each of the Boards. The Secretariat of the Board shall consist of Secretary, not below the rank of Middle Management Cadre and such number of officers, clerks and others as may be decided by the Chairman of the Board.

2.6 The co-ordinating bank shall take the primary responsibility for providing the Secretary, other members of the staff, space and office equipment and other materials required for the efficient functioning of the Board.

2.7 The Chairman of the Board is, however, empowered to draw members of staff, including Secretary, from any of the public sector banks or financial institutions other than the co-ordinating bank if considered necessary.\*

\*Refer Government of India letter dated 15th November, 1984.

2.8 The Secretary will normally be deputed to the Board for a minimum period of three years. He will report to the Chairman of the Board and will be under his administrative control in all respects."

निर्देशिका के अनुसार बोर्ड का गठन सार्वजनिक क्षेत्र के बैंकों में लिपिक अग्रार्थियों के चयन हेतु किया गया है। बोर्ड के गठन के प्रावधानों के अनुसार बोर्ड के चैयरमैन की नियुक्ति समन्वयक बैंक के द्वारा किए जाने का प्रावधान है व बोर्ड के अंशकालीन सदस्यों की नियुक्ति के बारे में भी समन्वयक बैंक के द्वारा चैयरमैन के परामर्श से किए जाने का प्रावधान है। इस प्रकार बोर्ड में चैयरमैन व अंशकालीन सदस्यों की नियुक्ति समन्वयक बैंक के द्वारा की जाती है। इसी प्रकार बोर्ड के सचिव व दूसरे स्टाफ, बोर्ड के लिए स्थान, आफिस, इक्विपमेंट आदि दिलाने का दायित्व समन्वयक बैंक का है।

इस प्रकार बोर्ड स्वयं को स्टाफ नियुक्ति का कोई प्रावधान नहीं है। बोर्ड का कार्य सार्वजनिक क्षेत्र के बैंकों हेतु लिफ्ट श्रमियों की भर्ती हेतु बैंक से रिक्तियों की सूचना मांगना, विज्ञप्ति जारी करना, परीक्षा आयोजित करना, प्रश्नपत्र तैयार करवाना, प्रश्न उत्तर पुस्तिकाओं की जाच करवाना, साक्षात्कार लेना व श्रमियों का आवंटन करना है। बोर्ड के उक्त कार्य व्यापार, ट्रेड के तहत नहीं आते। अण्डरटेकिंग को अधिनियम, 1947 में परिभाषित नहीं किया गया है। पी. रामानाथ अय्यर की लॉ लक्सीकॉन डिक्शनरी के अनुसार "अण्डरटेकिंग" को निम्न प्रकार परिभाषित किया गया है

"The word 'undertaking' must be defined as 'any business or any work or project which one engages in or attempts as an enterprise analogous to business or trade', Secretary, Madras Gymkhana Club, AIR 1968 SC, 54, 563."

"Undertaking means an enterprise engaged in production sale or control of goods etc." Carew & Co. V. Union of India, AIR 1975 SC 2260, 2263, [Monopolies and Restrictive Trade Practices Act (54 of 1969), Sec. 2].

इस प्रकार बोर्ड के उक्त कार्य अण्डरटेकिंग के तहत आना नहीं कहे जा सकते। बोर्ड कोई निर्माणकार्य भी नहीं करता। बोर्ड का उक्त कार्य 'Calling of employers' के तहत भी नहीं आता।

बोर्ड चैयरमैन व अंशकालीन सदस्यों से गठित होता है, जो बोर्ड के कर्मचारी नहीं होते। बोर्ड का सचिव व स्टाफ भी समन्वयक बैंक द्वारा उपलब्ध कराया जाता है व इस प्रकार नियोजक व कर्मकार का संबंध बोर्ड व उनके बीच स्थापित नहीं होता। उनके द्वारा किया गया कार्य भी ऐसा होना नहीं कहा जा सकता जो कि मानवीय आवश्यकताओं अथवा इच्छाओं की पूर्ति करता हो। यद्यपि बोर्ड का कार्य ऐसा नहीं है जो कि "Sovereign Function" कहा जा सके। लोक सेवा आयोग की तुलना बोर्ड से नहीं की जा सकती, क्योंकि लोक सेवा आयोग का गठन संवैधानिक है, जिसके कार्य को किसी दूसरी संस्था को नहीं सौंपा जा सकता। बोर्ड की तुलना होर्टी-कल्चर विभाग से भी नहीं की जा सकती। बोर्ड के गठन के प्रावधानों को देखते हुए व बोर्ड के कार्यों को दृष्टिगत रखते हुए मेरी राय में उक्त कारणों से बोर्ड का "उद्योग" की परिभाषा के अन्तर्गत आना नहीं पाया जाता व इस विवादक का विनिश्चय अप्रार्थी के पक्ष में किया जाता है।

बिन्दु संख्या 3 :—विपक्षी की ओर से ऐसा कोई लिखित में अनुबन्ध प्रस्तुत नहीं किया गया, जिसके आधार पर यह कहा जा सके कि प्रार्थी को विशिष्ट राशि पर अनुबंधित किया गया था। विपक्षी की ओर से प्रार्थी द्वारा प्रस्तुत रसीदें प्रदर्श एम-2 से एम-6 प्रस्तुत की गई हैं, जिससे उम्मेद एक निश्चित मजदूरी दिलाए जाने की प्रार्थना की है व उक्त रसीद पर मजदूरी दिलाने का आदेश दिया गया है—रसीद प्रदर्श एम-2 से एम-6 की भाषा लगभग समान है, जिन

सभी का उल्लेख करना आवश्यक नहीं है। रसीद प्रदर्श एम-2 निम्न प्रकार है—

"सेवा में,

सचिव बैंकिंग सेवा भर्ती मंडल,  
जयपुर।

महोदय,

मैंने बैंकिंग भर्ती सेवा मण्डल, जयपुर कार्यालय में, 26, जून, 30 जून, 3 जुलाई, 7 जुलाई, व 11 जुलाई, 1997 को पीओन का व चाय का काम किया जिसके 700 रुपये अक्षरे रुपये सात सौ का भगतान प्राप्त किया।

एम डी./  
प्रार्थी"

उक्त रसीद से यह तो स्पष्ट है कि प्रार्थी तथा विपक्षी के बीच जवाबी अनुबंध हो गया होगा कि उस कार्य के उम्मेद कितनी मजदूरी का भुगतान होगा, जिसके आधार पर उसे मजदूरी का भुगतान किया गया है। इसका क्या प्रभाव होगा, इस बारे में आगे विचार किया जायेगा।

बिन्दु संख्या 4.—अधिनियम, 1947 की धारा 25-ए व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 का नियम 78 निम्न प्रकार है

25H. "Re-employment of retrenched workmen.—Where any workmen are retrenched and the employer proposes to take into his employ any persons. He shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

"78. Re-employment of retrenched workmen.—(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of re-trenchment or at any time thereafter :

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior most retrenched workmen in the list referred to in Rule 77 the number of such senior most workmen being double the number of such vacancies :

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen :

(Provided also that if a retrenched workman without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.)

(2) Immediately after complying with the provisions of sub-rule (1) the employer shall also inform the trade unions connected with the industrial establishment of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub rule :

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under Rule 77."

अधिनियम, 1947 की धारा 25-एच व नियम 1957 के नियम 78 के प्रावधान लागू होने के लिए प्रार्थी को यह प्रमाणित करना आवश्यक है कि उसकी सेवा समाप्ति बतौर छंटनी के की गई है।

प्रार्थी के विद्वान प्रतिनिधि ने तर्क दिया है कि विपक्षी ने जवाब में यह आपत्ति नहीं उठाई है कि प्रार्थी की सेवा समाप्ति छंटनी के तहत नहीं आती। अतः इस बिन्दु पर विपक्षी आपत्ति करने का अधिकारी नहीं है। उनका यह भी तर्क है कि अधिनियम, 1947 की धारा 2 (ओओ) (बीबी) के प्रावधान लागू नहीं होते, क्योंकि प्रार्थी व विपक्षी के बीच कोई अनुबंध नहीं था व इस बारे में उन्होंने 1990 II एल. एल. जे. 70 पंजाब लेण्ड डवलपमेंट कॉरपोरेशन, चण्डीगढ़ व अन्य बनाम पीठासीन अधिकारी, लेबर कोर्ट, चण्डीगढ़ को उद्धृत किया है, जिसमें उच्चतम न्यायालय ने यह अभिनिर्धारित किया है कि प्रत्येक प्रकार की सेवा समाप्ति जो कि अधिनियम, 1947 की धारा 2(ओओ) में "छंटनी" की दी गई परिभाषा के अन्वय में के तहत नहीं आती, छंटनी के तहत आती है।

दूसरी ओर अप्रार्थीगण के विद्वान अधिवक्ता का तर्क है कि प्रार्थी को 50 दिन विशिष्ट अनुबंधित राशि पर रखा गया था, अतः उसकी सेवा समाप्ति छंटनी के तहत नहीं आती। उन्होंने अपने तर्क के समर्थन में 1995 (5) एस. एल. आर. 233 (एस सी) मोरिन्या कॉर्पोरेटिव गुगर लिमिटेड बनाम रामकिशन व अन्य, 1994 (4) एस. एल. आर. 396 मैनेजमेंट ऑफ मैसर्स शाहबाद कॉर्पोरेटिव गुगर लिमिटेड बनाम पीठासीन अधिकारी, अम न्यायालय, अम्बाला व 1995 (6) एस. एल. आर. 250 अनिता बनाम असिस्टेंट डायरेक्टर ऑफ टी डवलपमेंट का उद्धृत किया है। मीरिन्या कॉर्पोरेटिव गुगर लिमिटेड के मामले में उच्च न्यायालय ने अभिनिर्धारित किया कि मोसन के दौरान कार्य पर रखे गये श्रमिकों की सेवा समाप्ति छंटनी के तहत नहीं आती। यही सिद्धान्त मैनेजमेंट ऑफ मैसर्स शाहबाद कॉर्पोरेटिव गुगर लिमिटेड बनाम पीठासीन अधिकारी, अम न्यायालय, अम्बाला के मामले में अभिनिर्धारित किया गया। अनिता बनाम असिस्टेंट डायरेक्टर ऑफ टी डवलपमेंट के मामले में यह अभिनिर्धारित किया गया है कि आकस्मिक श्रमिक नियमीतिकरण की मांग नहीं कर सकता व अधिनियम, 1947 की धारा 2 (ओओ) (बीबी) के प्रावधान के अनुसार छंटनी को उचित चुनौती नहीं दे सकता। प्रस्तुत मामला ऐसा नहीं है कि प्रार्थी को मौसमी कार्य हेतु नियोजित किया गया हो। प्रस्तुत मामला नियमीतिकरण का भी नहीं है। अधिनियम, 1947 की धारा 2 (ओओ) (बीबी) के प्रावधान उसी अवस्था में लागू होते हैं, जबकि एक निश्चित समय हेतु कर्मकार को नियोजित किया गया हो। प्रस्तुत मामले में

ऐसा नहीं है कि प्रार्थी को एक निश्चित समय हेतु नियोजित किया हो। प्रकरण पर उपलब्ध रसीदों के अनुसार प्रार्थी से कार्य लिया गया व तत्पश्चात् एक महीने उसे भुगतान किया गया, अतः यह नहीं कहा जा सकता कि प्रार्थी एक निश्चित समय हेतु नियोजित किया गया कि प्रार्थी की सेवा समाप्ति छंटनी के अन्वय में धारा 2 (ओओ) (बीबी) के तहत नहीं आती।

प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि अधिनियम, 1947 की धारा 25-एच के प्रावधान लागू होने के लिए आवश्यक नहीं है कि कर्मकार ने सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन कार्य किया हो व उन्होंने अपने तर्क के समर्थन में 1996 (74) एफ. एल. आर. 2063 (एस सी.) सेन्ट्रल बैंक ऑफ इण्डिया बनाम एस. मल्लिक व अन्य को उद्धृत किया है। इस विधिक सिद्धान्त के बारे में कोई विवाद नहीं है। प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि प्रार्थी की सेवा समाप्ति के पश्चात् विपक्षी की ओर से दूसरे व्यक्तियों को नियोजन में रखा गया व प्रार्थी को पुनः नियोजन का अवसर नहीं दिया, अतः अप्रार्थी के द्वारा अधिनियम, 1947 की धारा 25-एच व नियम, 1957 के नियम 78 का उल्लंघन होना प्रमाणित है। उन्होंने अपने तर्क के समर्थन में 1997 (76) एफ. एल. आर. 393 ओरियन्टल बैंक ऑफ कामर्स बनाम यूनिटन ऑफ इण्डिया व अन्य को उद्धृत किया है। उक्त मामले में कर्मकार की सेवा समाप्ति के पश्चात् अन्य व्यक्तियों को नियोजित किया गया था व उसे पुनः नियोजन का अवसर नहीं दिया गया था, अतः अधिनियम, 1947 की धारा 25-एच का उल्लंघन किया जाना प्रमाणित पाया। इस बारे में कोई विवाद नहीं है कि प्रार्थी की छंटनी के पश्चात् अजय कुमावत को दिनांक 23-4-98, 24-10-98, 26-10-98, 31-10-98 रामचन्द्र को 15-11-97, 20-11-97, 24-11-97, 29-11-97 अप्रार्थी के द्वारा कार्य पर रखा गया व गोपाल, राजेश कुमावत, पप्पू, शानचंद, प्रजय कुमार तथा मंजय को भी कार्य पर रखा गया, जैसा कि प्रार्थनापत्र प्रदर्श एम-9 से एम-19 से स्पष्ट है, परन्तु जब बोर्ड "उद्योग" की परिभाषा के अन्तर्गत नहीं आता तो अधिनियम, 1947 की धारा 25-एच व नियम 1957 के नियम 78 के प्रावधान आकृष्ट नहीं होते व उक्त प्रावधानों का उल्लंघन होना प्रमाणित नहीं है।

बिन्दु संख्या 5—बिन्दु संख्या-2 व 4 के विनिश्चय के आधार पर प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

ह./-  
अध्यक्ष

नई दिल्ली, 9 अप्रैल, 2001

का. आ. 911—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/43/93-आई आर (बी-II)]  
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th April, 2001

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, New Delhi, as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 4-4-2001.

[No. L-12012/43/93-IR(B-II)]

C GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI K. S. SRIVASTAV : PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 43/93

In the matter of dispute between :

Shri A. K. Anand S/o Shri B. C. Anand  
R/o 3232, Ranjit Nagar, New Delhi-32.

Versus

Deputy General Manager,  
Canara Bank,  
D.D.A. Building,  
Nehru Place,  
New Delhi-110019.

APPEARANCES :

Shri Inderjit Singh A/R alongwith the workman.  
Shri N. C. Sikri alongwith Miss Anuradha  
for the Management.

AWARD

This is reference under section 10(1)(d) and 1(A) of the I.D. Act, 1947 and has been sent to this Tribunal vide order No. L-12012/43/93-IR-B-II dated 17-5-93 of the Central Government in the Ministry of Labour for the adjudication of the Industrial Dispute on the following terms :—

“Whether the action of the management of Canara Bank in not giving allowance carrying post as a Special Assistant after reversion of JM-I to Shri A. K. Anand is justified? If not to what relief the concerned workman is entitled to?”

1204 GI/2001—6.

2. The statement of claim, written statement and rejoinder have been filed and exchanged. The parties have also led evidence in the shape of affidavit.

3. Now this application has been given by Shri Balraj Singh President of the Federation of Canara Bank Employees Congress praying for giving a No Dispute Award in the case. The application is supported by the affidavit of Shri Ashish Anand workman himself. It is stated in the application that since under the voluntary retirement scheme floated by the Bank workman had applied for voluntary retirement from the service. Hence the workman is not entrusted to pursue the case any further.

4. Vide endorsement made on behalf of the Management Bank in the application it is not objected.

5 In view of the fact a no dispute award in the case is accordingly given.

Sd/

Dated 30-3-2001.

K. S. SRIVASTAV, Presiding Officer.

नई दिल्ली, 9 अप्रैल, 2001

का. आ. 912—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/3/98-आई आर (बी-II)]  
सी. गंगाधरण, अवर सचिव

New Delhi, the 9th April, 2001

S.O. 912.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 4-4-2001.

[No. L-12012/3/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI K. S. SRIVASTAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 135/98

In the matter of dispute :

BETWEEN

Shri Dalbir Singh,  
S/o Shri Sukh Lal,  
8 Marla, Julahya,  
Basti, Jatal Road,  
Panipat,  
Harayna.

## Versus

Vijaya Bank,  
through its Deputy General Manager,  
Vijaya Building,  
13-Barakhamba Road,  
New Delhi-110001.

## APPEARANCES:

Shri Dalbir Singh workman in person.

Shri K. V. Sree Kumar, A/R for the Management.

## AWARD

vide Order No. E-12012/3/98-IR(B-II), dated 28-5-98 Central Government in the Ministry of Labour has sent this reference under section 10(1)(d) and sub-section 2(A) of the I.D. Act, 1947, for the adjudication of the Industrial Dispute on the following terms:—

"Whether the action of the management of Vijaya Bank in terminating the services of Shri Dalbir Singh, part-time Sweeper w.e.f. 20-1-1997 is just & legal? If not, to what relief is the workman entitled to?"

2. After the exchange of the statement of claim written statement and rejoinder between the parties and at the stage of evidence at the first instance time was sought in the case on the ground that the matter of settlement of the dispute between the workman and the Management Bank was under consideration. Thereafter the parties filed the copy of the Deed of Settlement arrived at between them. The terms of the settlement as shown in the Settlement Deed are as follows:—

(i) That the management of Vijaya Bank has agreed to appoint the workman as a part time sweeper on 1/3rd scale wages in any one of its branches in Delhi or Haryana State immediately with an assurance to absorb him as a permanent part-time sweeper on 1/3rd scale wage and when a permanent vacancy offers in any one of the branches of the management of Vijaya Bank in any of the above two states.

(ii) The workman will not be eligible for any back wages or continuity of service

(iii) That the parties agreed to implement the above settlement on or before 16-4-2001 and the implementation report shall be submitted before this Hon'ble Tribunal on the next date of hearing so that this Hon'ble Tribunal may pass appropriate order/award in terms of the settlement"

3. In view of the fact, that the parties have arrived at a settlement as per details given above a No Dispute Award is accordingly given

Dated: 30-3-2001

K. S. SRIVASTAVA, Presiding Officer

नई दिल्ली, ९ अप्रैल, २००१

का. घा. ९१३.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का. १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार ने देवप्रसाद शर्मा के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, १९४७ के अनुसरण में प्रस्तावित करती है, जो केन्द्रीय सरकार को ४-४-२००१ को प्राप्त हुआ था।

[सं. एल-१२०१२/१५/९७-आई आर (बी-२)]

सी. गंगाधरन, प्रवर सचिव

New Delhi, the 9th April, 2001

S.O. 913.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the

Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 4-4-2001.

[No. L-12012/15/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, LUCKNOW

## PRESENT:

Presiding Officer : Rudresh Kumar

## ADJUDICATION

I.D. No. 53/2000 Old No. 40/98 (Kanpur)

## BETWEEN:

Bajinath  
R/o Darbar Road,  
Jaiprakash Nagar,  
Deoria

## AND

The Regional Manager,  
Central Bank of India  
Regional Office,  
Pahar Bazar,  
Deoria (U.P.)-274304

## AWARD

By reference No. L-12012/15/97-IR(B-II) dated 27-2-98, the Central Government, in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) made over this industrial dispute between Bajinath and Regional Manager, Central Bank of India, Deoria (U.P.) for adjudication, to the CGIT-cum-Labour Court, Kanpur and later, transferred the case to this Tribunal.

The reference is re-produced as under:

"Whether the action of the management of Central Bank of India in terminating the services of Sh. Bajinath R/o Darbar Road, Jaiprakash Nagar, Deoria-274304 w.e.f. 30-1-93 is legal and justified? If not, to what relief the said workman is entitled to?"

2. The workman, Bajinath raised this industrial dispute alleging that he was engaged as temporary peon in the Central Bank of India, Padrauna branch, Deoria, that he used to work from 9 A.M. to 1 P.M., also when necessary, for more than working hours on Saturday; that management used to take all duties of peon from him but paid less salary @ Rs. 15 per days subsequently raised to Rs. 20

per day and ultimately Rs. 25/- per day w.e.f. 13-1-93; that he continued to work upto 29-1-93 but his services were abruptly terminated by the bank without assigning any reasons; and that the bank did not comply section 25-F of the I.D. Act, 1947 and also committed breach of section 25-G and 25-H of the said Act.

3. It is also pleaded by the workman that he continuously worked for 262 days between 30-1-92 to 29-1-93 and this period was acknowledged by the bank management. The bank also acknowledged that he was a full-time sub-staff. The bank management evolved a policy to regularise the services of casual labourers and sub-staff like the workman in terms of Govt. of India, Ministry of Finance, Deptt. of Economic Affairs (Banking Divn.), New Delhi guidelines as contained in circular letter F-3/104/87-IR dated 16-8-90 and directions were issued to forward names of eligible persons. His name was forwarded by the Branch Manager for regularisation but to his dismay, his services were terminated, instead of regularising him.

4. The management, on the other hand, has not denied engagement of the workman but it has claimed that he was a part-time worker, doing same manual labour, as such placing of Ahmirah, Cooler and other heavy furnitures in right place and cleaning of seats etc. His status was of a casual labour and there was no relation of master and servant, between the management and him. The management further pleads that the workman is not entitled to be regularised despite having worked for more than 240 days. His termination is justified.

5. Before adverting to discuss evidence adduced by the parties, it seems appropriate to mention that the management has not denied engagement of the workman or his having worked for 262 days as stated in the claim application. Also, there is no averment in the written statement that the management complied with the provision of section 25-F of the I.D. Act, 1947.

6. The workman relied on circular letter No. RO : PRB : 114 : 93-94 : 1128 dated 24-9-93 issued by the General Manager, Central Bank of India, Deoria requiring all branches in his region, setting forth guidelines to regularise services of those temporary employees who had put in 240 days or more in any continuous period of 12 months after 1-1-82 to 31-12-90 subject to conditions set forth in the said circular. It is not denied that the workman had worked for more than 240 days after 1-1-82. He also applied for regularisation as sub-staff by application dt. 31-12-93. Another circular was issued by the Regional Manager to all the branches in his region RO : PRB : PTS : 94-95 : 1192 dated 24-11-94. This circular of the Regional Manager categorised Part-A and Part-B, and directed the Branch Managers to submit list of eligible persons

latest by 29-11-94. In compliance of above circular, the branch manager, Patna, Deoria, by his letter dt. 5-12-94 recommended the name of the workman Baij Nath. A detailed form giving particulars was also enclosed showing that Baij Nath had worked for 262 days.

7. From admitted records it is proved that the workman had worked for 262 days in a calendar year, and, his working period is covered by the definition of 'continuous service' defined under section 25-B of the I.D. Act, 1947. In view of the said fact, the management was under obligation to comply with the provision of section 25-F I.D. Act, before terminating the services of the workman. No evidence has been given by the management, indicating compliance of section 25-F, which entitles the workman to continue as sub-staff. It is also mentioned on the form that the workman had done full-time work, contrary to the averments made in the written statement that he was a part time-employee.

8. The management submits that the workman is not entitled to be regularised by virtue of having worked for 262 days. The term of the reference is not about regularisation of the workman but, illegal action of the management in terminating his services. It is not appropriate to go into the merit of regularisation, as this issue is beyond the scope of reference. However, it is fully proved that the workman had worked continuously for more than 240 days in a calendar year. Viewed so, the action of the management was illegal in terminating the services of the workman, Baij Nath, without observing statutory provisions contained under section 25-F I.D. Act, and thus, the workman is entitled to reinstatement with back wages.

9. Award accordingly.

Lucknow

30-1-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2001

का. अ. 914—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, केन्द्रीय सरकार द्वारा बैंक के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारियों के बीच औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचर को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-3-2001 को प्राप्त हुआ था।

[स. एल-1-2011/199/99 आई. आर. (बी-119)]

सी मशघूर, अवर सचिव

New Delhi, the 9th April, 2001

SO: 914—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Patna

as shown in the annexure in the Industrial between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 30-3-2001.

[No. L-12011/197/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

# ANNEXURE

## BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference No. 3(c) of 2000

Management of Allahabad Bank Boring Road, Patna and their workmen represented by Allahabad Karamchhari Sangh, Bihar Central, Patna University Branch, Patna

For the Management : Sri Anil Kumar Sinha, Zonal Office, Allahabad Bank, Patna.

For the workmen : Sri B. Prasad, General Secretary, Bank Employees Federation, Bihar, Patna.

## PRESENT :

Sri S. K. Mishra, Presiding Officer Industrial Tribunal, Balley Road, Patna.

## AWARD

The 21st March, 2001

The Government of India by Notification No. L-12011/197/99/IR(B-II) dated 10-7-2000 in exercise of powers u/s. 10(1) (d) of the Industrial Disputes Act, 1947 have referred the following industrial dispute between the Management of Allahabad Bank and their workmen represented by Allahabad Bank Karamchhari Sangh, Bihar Patna University Branch, Patna to this Tribunal for adjudication:—

"Whether the action of the management of Allahabad Bank amounts to discrimination in effecting rotational transfer of clerical staffs i.e. Sri B.K. Pal, Shri J. D. Khanna, Shri Surendra Pd. and Sri Rajesh Kr. Sinha and also not allowing exemption to the office bearers of Allahabad Bank Karamchhari Sangh and violation of guide lines while transferring Shri Rajesh Kumar Sinha beyond Municipal limit ? If so what relief the said workmen/union are entitled to?"

2. On receipt of the notification notice was served upon the union and the union has appeared and filed a written statement of claim. The Management has also filed written statement in reply.

3. The case of the concerned workmen as has been given in their written statement of claim in brief is that the Allahabad Bank is an industry within the meaning of section 2(i) of the Industrial Disputes Act, 1947 and it also State within the meaning of Article 12 of the Constitution of India. The Allahabad Bank Karamchhari Sangh Bihar Central Office, University Branch, Patna (hereinafter to be called as 'the union') is a registered Trade Union as per the provisions of Indian Trade Unions Act, 1926. The union is affiliated to the Bank Employees Federation of India, Central Trade Union Organisation of Bank Employees operating through out the country. The union is a minority Trade Union and State unit of All India Allahabad Bank Employees Steering Committee. The Union has a membership of more than 500 employees in the State of Bihar out of a total number of 1500 workmen all over India. There is one another all India employees Organisation known as All India Allahabad Bank Employees Co-ordination Committee having its State unit in the State of Bihar in the name of Bihar State Allahabad Bank Employees union, a majority Trade union affiliated to All India Bank Employees Association (A.I.R.E.A.), at National level. The Management signed a memorandum of settlement with the majority union on 3-3-1990 regarding job rotation/transfer of Award Staff and in pursuance of the said settlement the Bank issued a circular no. 2117 dated 3-5-1990 Among others it was agreed between the signatories that important office bearers

of All India Allahabad Bank Employees Co-ordination Committee and its affiliated units would not be transferred without their consent. The Management, however, did not sign any similar settlement with all India Allahabad Bank Employees Steering Committee affiliated to Bank Employees Federation of India regarding job rotation/transfer of Award staff but the said settlement dated 3-3-1990 was made applicable to all the workmen of Allahabad Bank. The Management in pursuant to the settlement dated, 3-3-1990 issued notice for transferring of award staff in the State of Bihar. After issue of the notice the union approached the Management and requested them to allow exemption from transfer to the Principal office bearers of All India Allahabad Bank Employees Steering Committee and its affiliate in the State of Bihar namely Allahabad Bank Karamchhari Sangh, Bihar but the demand was unheeded. The Management decided to transfer the Principal office bearers of the union namely Sri B. K. Pal, President from Patna Main Branch, Budh Marg, Allahabad Bank to Patna University Branch at a distance of merely 5 K.M., Sri J. D. Khanna, General Secretary from Patna main Branch to Patliputra Colony at a distance of merely 5 K.M., Sri Surendra Prasad, Assistant General Secretary, from Patna main Branch to Shekhpura Branch at a distance of merely 5 K.M., Sri Rajesh Kumar Sinha, Joint Secretary of All India Allahabad Bank Employees Steering Committee from Patna University Branch to Phulwarisharif Branch situated at a distance of merely 20 K.M. and even beyond the Municipal limit of Patna. After having come to know the decision of the Management of transfer the Principal office bearers of the union a dispute was raised before the Assistant Labour Commissioner (c) Patna on 30-7-1999 against the discriminatory attitude of the Management. After receiving the above referred dispute the A.L.C. (c) Patna issued and got its notice served upon the Management on 30-7-1999. The Management after receiving the notice relieved the workmen from their respective places of posting on 31-7-1999. The workman Sri Rajesh Kumar Sinha who was on medical leave due to his sickness w.e.f. 25-7-1999 was also relieved in absentia. After the workmen were relieved they joined their duty at the places of transfer. The A.L.C. (c), Patna held conciliation proceedings on various dates but the same ended in failure due to non conciliatory attitude of the Management and their failure report was sent to the Government of India. The Central Government thereafter finding that an industrial dispute existed between the Management and their workmen referred the same to this Tribunal for adjudication.

4. The above facts of the case as stated in the written statement of claim of the workmen are not specifically denied by the Management in their written statement of reply. The further case of the workmen is that the Management resorted to discrimination while allowing exemption from transfer to the Principal Office bearers of the signatory union namely All India Allahabad Bank Employees Co-ordination Committee and its affiliates and did not allow the same exemption in case of the Principal office bearers of the present union. Through Phulwarisharif does not fall within the area of Patna Municipal Corporation as it has a separate notified Area Committee, Sri Rajesh Kumar Sinha was transferred from Patna University Branch to Phulwarisharif Branch in complete violation of Bank's Transfer Policy. Rajesh Kumar Sinha had been subjected to harassment on previous occasion also at the time of selection as Special Assistant for Patna University Branch which was ultimately decided by the Central Government Industrial Tribunal No. 2, Dhanbad in Ref. case No. 12 of 1992. The Management though a State like a private dishonest Employer indulged in unfair labour practice by making discrimination with the object in furthering the cause of the majority union and suppressing the minority union. The Management violated the principles of Indian Constitution ensuring equality before law. On these ground the workman have prayed for an award from this Tribunal directing the Management to sign a similar settlement with the present union with regard to rotational transfer of Award staff, for cancellation of the transfer of the concerned workmen and for posting of Sri B. K. Pal, Sri J. D. Khanna and Sri Surendra Pd in Patna main Branch from where the principal office bearers of the majority union were not transferred. The Management also be

directed to pay the conveyance charges to these workmen from their dates of joining at the Branches of their transfer.

5. The case of the Management in brief is that the Allahabad Bank is a nationalised Bank and its functioning is governed by the laws of the land, Awards and bi-partite settlements. The Management of the Bank from time to time framed guidelines about the promotion and transfer of the Award staff through the memorandum of settlement which is made by the Management of the Bank with the recognised union of the Bank. The Allahabad Bank Karamchhari Sangh is a minority union not only in Bihar but also in India and it is not recognised by the Bank. The other union namely All India Allahabad Bank Employees Co-ordination Committee is a majority union and recognised by the Management of Allahabad Bank. The workmen representatives of the aforesaid majority union and the Management of Allahabad Bank entered into a memorandum of settlement on 3-3-1990 u/s, 2(p) and section 18(1) read with rule 58 of the Industrial Disputes Act in the matter of job rotational transfer of Award staff. In terms of the memorandum of settlement a circular No. 2117 dated 3-5-1990 was issued by the Head of the Office of the Bank in the matter of rotational transfer of Award staff. It was arrived by the memorandum of settlement that important office bearers of the recognised union and its affiliated unit would not be transferred without their consent. During the year 1999 the rotational transfer was affected by the Management observing the terms of settlement and exemption was allowed only to the office bearers of the recognised union A.I.A.B.E.C.C. Therefore only a few office bearers of A.I.A.B.E.C.C who submitted their consent were only transferred and who did not submit their consent were exempted from rotational transfer. The concerned employees do not belong to the recognised union and hence, they are not exempted workman for the purpose of rotational transfer as per the settlement. The transfer of its employees was made in accordance with norms of rotational transfer. They do not come under the category of the persons exempted from the purview of rotational transfer as per clause 5(c)(ii) of the Memorandum of settlement dated 3-3-1990 and therefore, there was no discrimination in affecting the rotational transfer. Sri Rajesh Kumar Sinha, Joint Secretary of Allahabad Bank Karamchhari Sangh, has been transferred from Patna University Branch to Phulwarisharif Branch which comes under Patna Urban Agglomeration area. According to the Management, the Transfer, being the incident of the employment, is a prerogative of the Management. Rotational transfer of employees who had completed more than 3 years continuous service in a Branch/office was effected within the same station as per provision No. 6 of MOU dated 3-3-1990 and as such it can not be said to be a change in the service condition and it can not be a subject matter of industrial dispute. Phulwarisharif Branch comes under the Patna Urban Agglomeration area which has been so declared even in the year 1992 by the office of the Director of Census operation, Bihar. Sri Rajesh Kumar Sinha is getting similar H.R.A. and City Compensatory Allowance at Phulwarisharif Branch which are applicable to all workmen posted at Patna Centre. The service conditions of employees of Allahabad Bank are governed by bi-partite settlement at industry level and also at Bank level arrived at with the majority and recognised union of the Bank. The employees of Allahabad Bank inclusive of the members of the union under reference are guided by the Bank level settlements and benefited out of it in the matters of selection, promotion, request transfer etc. and as such they can not deny the provisions of rotational transfer now which is against the principle of approbate and re-approbate. Thus, according to the Management the transfer of the concerned employees is lawful and is in accordance with memorandum of settlement. Accordingly it has been prayed that the Reference be answered in favour of the Management.

6. A rejoinder to the written statement of the Management has also been filed on behalf of the workmen reiterating their claim. According to the workmen, the Management has arbitrarily made a distinction between a recognised union and not recognised union though the Shastri Award and the Industrial Disputes Act do not make any such distinction. The Shastri Award gives protection to the office bearers of any registered Trade Union whether recognised or unrecognised. The Industrial Disputes (Central Rules) also stipulate about protected workmen without mentioning the word majority

or minority, recognised or unrecognised. The agreement regarding rotational transfer is applicable to all employees of the Bank irrespective of union affiliation. The present dispute has arisen due to the arbitrary and discriminatory attitude of the Management in giving exemption to a set of office bearers belonging to a particular union and ignoring others. The Management in deceitful manner has tried to substitute Patna Municipal area with Patna Agglomeration area. Sri Rajesh Kumar Sinha was working in Patna University Branch falling under Patna Municipal Corporation and as such he would not have been aggrieved had he been transferred to any Branch within the Municipal area. Thus, the actions of the Management in discriminating the office bearers of the present minority union in affecting a rotational transfer and also transferring Sri Rajesh Kumar Sinha from Patna University Branch to Phulwarisharif Branch are unjust, improper and unlawful.

7. The point to be determined in this Reference case is:—

(i) Whether the action of the Management of Allahabad Bank amounts to discrimination effecting rotational transfer of clerical staff namely Sri B. K. Pal, Sri J. D. Khanna, Sri Surendra Prasad and Sri Rajesh Kumar Sinha and also not allowing exemption to them from transfer being office bearers of the Allahabad Bank Karamchhari Sangh and also violation of guide lines while transferring Sri Rajesh Kumar Sinha beyond the Patna Municipal limit?

(ii) If so to what relief or reliefs the said workmen are entitled to?

#### FINDINGS

8. The issues are inter-connected and hence, the same are taken up together for consideration for the sake of convenience. Both the sides have adduced both oral and documentary evidence in respect of their respective cases. Two of the concerned workmen namely Sri B. K. Pal and Sri Rajesh Kumar Sinha have been examined as W.W. 1 and W.W. 2 in support of their respective cases. The Management has examined one witness namely M.W. 1 Rajesh, an Officer of the Zonal office, Patna. Both parties have filed certain xerox copies of documents which have been admitted into evidence and marked Exhibits on formal proof having been waived by each other. I will examine and discuss about these documents and also oral evidence at the relevant time.

9. Ext. M (and also Ext. W/6) is the Bank's circular No. 2117 dated 3-5-1990 about the memorandum of settlement dated 3-3-1990. This Memorandum of settlement was entered between the Management of Allahabad Bank and the representatives of the All India Allahabad Bank Employees Co-ordination Committee. It was decided that rotational transfer of Award staff would be considered in a phased manner who have completed more than five years of continuous service in a particular Branch/office. According to the settlement and circular of the Bank important office bearers of the signatory union (A.I.A.B.E.C.C.) and its affiliated units will not be transferred without their consent. As admitted by the Management in their written statement while effecting the rotational transfer in the year 1999 exemption was allowed only to the office bearers of A.I.A.B.E.C.C. A few office bearers of the said union who submitted their consent were transferred and who did not submit their consent were exempted from rotational transfer. According to the Bank as the concerned workmen had completed more than five years of posting in their respective Branches/offices while effecting the rotational transfer they were also transferred. Admittedly Sri B. K. Pal was transferred to Patna University Branch from Patna Main Branch. Sri J. D. Khanna was transferred to Patlioratra Colony Branch from Patna Main Branch. Sri Surendra Prasad was transferred to Shekhpura Branch from Patna Main Branch and Sri Rajesh Kumar Sinha was transferred to Phulwarisharif Branch from Patna University Branch. Ext. W/1 series are the xerox copies of the said transfer orders. It is also not disputed that Sri B. K. Pal is the President, Sri J. D. Khanna is the General Secretary and Sri Surendra Prasad is the Assistant General Secretary of the Allahabad Bank Karamchhari Sangh. Ext. W shows the list of office bearers of the said union. It also shows that Sri Rajesh Kumar Sinha is a member of the Executive Committee of the union. Ext. W/1 shows that Rajesh Kumar Sinha is the Joint Secretary of the All India Allahabad Bank Employees Steering

Committee. It is also not denied that the Allahabad Bank Karamchahi Sangh is a State union of All India Allahabad Bank Employees Steering Committee. According to the Bank, the office bearers of Allahabad Bank Karamchahi Sangh were not granted the same exemption from transfer as this union is a minority union, and not recognised by the Bank. As per the terms of the settlement Ext. M, only important office bearers of the A.I.A.B.E.C.C. were exempted from transfer which was a signatory to the settlement. The Management has contended that all the employees of the Allahabad Bank inclusive the members of the union under reference are being guided by the Bank level settlement and are being benefited out of it in the matter of selection, promotion, request transfer etc. and as such they cannot deny the said provisions now which is against the principle of appropiate and re-appropriate. In this connection the decision of the Hon'ble Supreme Court in P. R. Desh Pandey Vs. Maruty Balram Haliatty reported in 1998 (6) S.C. cases page 507 has been relied upon. According to which no party can accept and reject the same instrument. But in the present case the same principle is apparently not applicable. The union has not said, any where, that any of the provisions of the settlement (Ext. M) is void and is not applicable to the employees. The union under Reference has no grievance against the provision of exemption from transfer granted to the office bearers of the signatory union. It is not the case of the union under Reference that no exemption from transfer should be given to the office bearers of the signatory union (A.I.A.B.E.C.C.). Their claim is that the same exemption from transfer should also be given to the office bearers of the minority union namely Allahabad Bank Karamchahi Sangh. I agree with the view of the union under Reference that same exemption from transfer should have also been extended to the office bearers of the Allahabad Bank Karamchahi Sangh. Denying the same facility to the office bearers of the minority union will amount to discrimination. If the office bearers of the minority union are allowed to be transferred on the rotational basis it may amount to crippling and suppressing the union. When other provisions of the settlement are made applicable even to the members of the union under Reference there can not be any valid reason for not extending the exemption from transfer to its office bearers. The Bank cannot validly take the plea that since the union under Reference is not signatory to the memorandum of settlement (Ext. M) and since it is a minority union not recognised by the Bank its office bearers are not entitled to the same facility of the exemption. No such distinction has been made between unions on the basis of recognition or non-recognition, minority or majority in the I.D. Act, Shastri Award or any of the bi-partite settlement. Admittedly the Allahabad Bank Karamchahi Sangh is a registered union though in minority. In Shastri Award in Chapter XXVIII clause 535 some facility has been given to the President, Vice-President and Secretaries of every registered Bank Employees Union. It has not made any distinction between recognised or unrecognised union. Similarly the explanation to section 33(3) of the I.D. Act and rule 61 of the Central Rules speaks of only registered Trade unions. The said provisions do not make any distinction between recognised or unrecognised, minority or majority union. By not allowing the same facility for exemption from transfer to the office bearers of minority union will put the majority union in an advantageous position and will be disadvantageous to the minority union in its trade union activities. Thus, I find no valid ground in not extending the facility of exemption from transfer to the office bearers of the present minority Trade Union on the basis that union is not a signatory to the Memorandum of settlement or on the basis that as per the term of the Memorandum of settlement the facility of exemption from transfer is to be given only to the office bearers of the signatory union.

10. As per the Memorandum of settlement dated 3-3-1990 and circular of the Bank (Ext. M) the rotational transfer is to be made within same station. The word 'station' has not been defined in this Memorandum of settlement. According to the Management it means that a workman posted in Patna can be transferred from one place to other within Patna Urban agglomeration area. As I have already mentioned earlier, Sri Rajesh Kumar Sinha was transferred from Patna University Branch to the Phulwarisharif Branch of the Bank. According to the Management Phulwarisharif though does not come within the Patna Municipal area it comes under the Patna Urban agglomeration area and hence, as per the

guide line of the Bank rotational transfer of a workman can be effected from Patna to Phulwarisharif and vice-versa. The Management has filed the zerox copy of a letter dated 16-11-1993 issued by the office of Director of Census operation, Bihar to the Allahabad Bank to prove that the Phulwarisharif which is a separate notified area falls within the Patna Urban agglomeration area; but the Management has not shown any other instance of transfer of any workman from Patna to Phulwarisharif or vice-versa. The term "station" has been defined in the Memorandum of settlement between the Manager of Allahabad Bank and All India Allahabad Bank Employees Co-ordination Committee (A.I.A.B.E.C.C.) dated 22-4-1989 as follows:—

"Station shall mean a place within the limits covered by a Corporation, Municipality, Notified Area or Gram Panchayat as the case may be."

This Memorandum of settlement dated 22-4-1989 in the Form of Book-let was shown to me on behalf of the workmen. The Management witness (M.W. 1) in cross-examination has also admitted that as per the circular of the Bank dated 3-5-1990 (Ext. M) the workers can be transferred only within the Municipal Territorial limit. Ext. W/8 is a zerox copy of a letter dated 7-9-1999 from the Chief Engineer, Patna Municipal Corporation to the All India Allahabad Bank informing that Phulwarisharif is not within the Patna Municipal area and that it has a separate notified area Committee. Thus, I find that as per the Bank's own guide line Rajesh Kumar Sinha should not have been transferred to Phulwarisharif Branch from Patna University Branch. It may further be noted that previously also this workman had unjustly been transferred to Simri Branch. This workman ultimately had to raise an industrial dispute in this regard resulting in Reference Case No. 12 of 1992. Zerox copy of the Award of the Central Government Industrial Tribunal Dhanbad dated 22nd July, 1993 has been filed (Ext. W/7). The Tribunal decided the Reference in favour of Sri Rajesh Kumar Sinha and accordingly he had been posted at University Branch of Allahabad Bank from where he was subsequently transferred at Phulwarisharif Branch. The union has convincingly therefore contended that since Rajesh Kumar Sinha is a Trade Union Activist once he had been unjustly seen transferred to Simri Branch and now he has been transferred to Phulwarisharif Branch in order to victimise him.

11. In view of my above consideration of evidence, both documentary and oral, and circumstances of the case, I decide that the action of the Management of Allahabad Bank amounts to discrimination in effecting rotational transfer of Sri B. K. Pal, Sri J. D. Khanna, Sri Surendra Prasad and Sri Rajesh Kumar Sinha, and also in not allowing exemption to the office bearers of the Allahabad Bank Karamchahi Sangh. The Management Bank has also violated the guide lines while transferring Sri Rajesh Kumar Sinha beyond the Patna Municipal Corporation limit. As regards Rajesh Kumar Sinha in the rejoinder to the written statement of the Management filed on behalf of the workmen at para 14 it is stated that Sri Rajesh Kumar Sinha would not have been aggrieved had he been transferred to any Branch falling within the Patna Municipal area. Let the Management cancel the transfer orders in respect of Sri B. K. Pal, Sri J. D. Khanna, Sri Surendra Prasad and Sri Rajesh Kumar Sinha. Sri B. K. Pal, Sri J. D. Khanna and Sri Surendra Prasad either may be allowed to continue at the places from where they had been transferred or may be transferred to any other places within the Patna Municipal area with their consent. As regards Rajesh Kumar Sinha he may be allowed to continue at the Patna University Branch from where he has been transferred or to any other place within Patna Municipal area. The Reference is answered accordingly. The Management is directed to implement the award within one month from the date of its publication.

12. This is my Award:

Dictated and corrected by me.

S. K. MISHRA, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2001

का. घा. 915—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्षम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/369/92-आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 11th April, 2001

S.O. 915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 10-4-2001.

[No. L-12012/369/92-IR(B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, BANGALORE

Dated : 22nd March, 2001

## PRESENT :

Honble. Shri V. N. Kulkarni, B.Com., LL.B.  
Presiding Officer

C.R. No. 11/93

## I PARTY :

S. G. Hiremani  
No. 75, Gokulam  
Near Venkateshwara Temple  
Maruthinagar,  
Madivala Extension,  
Bangalore.

## II PARTY :

The Dy. General Manager,  
Canara Bank  
Staff Section,  
Circle Office,  
Bangalore.

## AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1)

and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/369/92-IR(B-II) dated 2-2-1993 for adjudication on the following schedule.

## SCHEDULE

"Whether the action taken by the management of Canara Bank in dismissing Shri S.G. Hiremani, Clerk from service w.e.f. 17-8-1989 is justifiable? If not, to what relief he is entitled?"

2. After receiving the reference, the notices were sent to the parties. Parties appeared. Thereafter First Party filed claim petition and the Second Party filed Counter. The brief history of the case is as under :—

The First Party joined service as workman in the clerical cadre on 3-1-1977 and worked at various places. He had put in more than 9 years service. Two Charge Sheets were issued against the First Party. The Charge Sheet dated 10-7-1987 is that when the First Party was working in accounts Section, Bangalore, he committed misconduct by opening as SB Account bearing No. 10043 in the name of one Gopal Narahari on 27-3-1985 at State Bank of India, Shivajinagar Branch, Bangalore. The cheque book was issued and the First Party issued two cheques for Rs. 40,000/- and Rs. 20,000/- respectively to Sri Rangaraju and committed fraud. The Second Charge Sheet was dated 9-2-1988 when the first party was deputed to BDA Extension Counter during April 1986. He worked as cashier and collected cash from 12 applicants being the initial deposit for the purpose of sites and issued counterfoils. Thus the first party committed mis-appropriation, fraud and after holding Domestic Enquiry the First Party was dismissed from service w.e.f. 17-8-1989. This dismissal was based on the enquiry reports dated 16-1-1989 and 30-1-1989.

It is seen from the records that the First Party in the claim petition has stated that the dismissal is not correct. It is further stated in detail that the First Party gave suitable reply stating that he does not know Gopala Narahari and he has nothing to do with the cheques and he has not altered any records of the bank. He has also alleged that the enquiry is illegal and improper. Regarding enquiry the first party has stated that the Enquiry Officer has exceeded jurisdiction in conducting the enquiry and in giving findings. The enquiry is not in accordance with the service code of Canara Bank. He further stated that he has not misappropriated any amount. He says that police complaint was filed and 'C' report was filed. In spite of this he is dismissed from the service. The First party for all these reasons prayed to pass an award in his favour and direct the Second Party to re-instate and

award full back wages and all other consequential benefits.

The Second Party in its written statement has given detail of 2 Charges and it is stated that first party is failed to discharge his duty with honesty and integrity by not accounting the amounts in the books of the bank. Enquiry was conducted properly by giving full and reasonable opportunity to the First Party to defend himself. The Domestic Enquiry Officer to conduct Domestic Enquiry report the dismissal order was passed and the same is correct and the management is justified in dismissing the first party from service. The Second Party in a lengthy written Statement has given all details of the Domestic Enquiry.

It is also alleged by the Second party that Central Bureau of Investigation, Police Inspector was examined in the enquiry and documents were produced. The Second Party for all these reasons has prayed to reject the reference.

It is seen from the records that at the relevant point of time, the First Party was working as a clerk at Bahur Branch. Bangalore district.

Additional Preliminary Issue was framed which is as under :—

“Whether the Second Party prove that the Domestic Enquiry conducted against the first party was in accordance with settled principles of law, standing orders and principles of natural justice ?”

The Second Party in order to prove the additional issue examined MW-1. Mr. Naveen Chandra Guru has stated that during 1987-88 he was working as Sr. Manager, Canara Bank, Bangalore and the disciplinary authority appointed him as an Enquiry Officer to conduct Domestic Enquiry against the First Party on the charges framed as per Ex. M-II. He has given detailed evidence about the enquiry conducted by him. He has further stated that he gave full opportunity during the enquiry. It is seen from the records that the first party and his advocate remained absent and this witness is not cross examined. Therefore he was discharged. Second Party also examined MW II and his evidence is that the enquiry papers were maintained in the circle office and workmen was served with a charge sheet Ex-M7. One Shri K. Harinarayan was appointed as Enquiry Officer. The enquiry officer resigned the services of the bank and therefore, this witness is authorised to give evidence in accordance with the records maintained in the Domestic Enquiry. He has also stated that the first party participated in the proceedings from beginning to the end. Documents are marked in his evidence. It is seen from the records that even after giving time the first party and the advocate remained absent and MW2 is not cross-examined.

On 23-8-99 orders were passed holding that Domestic Enquiry is in accordance with law and additional issue was answered in affirmative by my learned predecessor. Thereafter the case was posted for arguments on merits. The First Party and counsel remained absent.

I have heard the arguments of the learned counsel appearing for the second party and have carefully pursued all the records and examined documents. There is no reason to discard the evidence of MW 1 and MW 2. I have carefully pursued the proceedings of the enquiry. The charges are proved against the first party. The first party has committed grave misconduct. In addition to this it is also clear from the records that Central Bureau of Investigation filed criminal case against first party and Rangaraju before the competent criminal court and the first party was punished by the 21st Addl. Sessions Judge (Special Judge for CBI at Bangalore) in CC No. 58/1987 and for the alleged misconduct by the management only charge sheet was filed, and the first party is convicted. All this would go to show that the first party has mis-appropriated the amount while working in the bank by fraud and management has proved both the charges and I am of the opinion that with this unchallenged material the management is justified in dismissing the first party from service w.e.f. 17-8-1989.

In view of this finding of mine, I proceed to pass the following order :—

### ORDER

The reference is rejected.

(Dictated to the PA, transcribed by her, corrected and signed by me on 22nd March 2001)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2001

का. आ. 916.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2001 को प्राप्त हुआ था।

[सं. एल-12012/289/97—आई आर (बी-II)]

सी. गंगाधरन, अव्वर सचिव

New Delhi, the 11th April, 2001

S.O. 916.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their

workman, which was received by the Central Government on 10-4-2001.

[No. L-12012/289/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 30-3-2001

### PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., L.L.B

C.R. No. 25/98

### I Party

Sri B. Puttaswamy,  
Watchman,  
Syndicate Bank,  
Vidyaranyapuram Branch,  
Mysore,  
Residing at 1143/25-F-11,  
7th Main, 5th Cross,  
Sarvajnika Hostel Road,  
Vidyaranyapuram,  
Mysore-8.

### II Party

1. The Branch Manager,  
Syndicate Bank,  
Vidyaranyapuram Branch,  
Vidyaranyapuram,  
Mysore.
2. The Zonal Manager,  
Syndicate Bank,  
Zonal Office,  
Gandhinagar,  
Bangalore-560009.

### AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/289/97-IR (B-II) dated 12-3-98 for adjudication on the following schedule :

### SCHEDULE

"Whether there was employer-employee relationship between Shri B. Puttaswamy and the management of Syndicate Bank ? If so, whether the action of the management of Syndicate Bank is justified in terminating his services w.e.f. 1-4-1995 ? If not to what relief he is entitled ?"

2. On receipt of reference, notices were issued to the parties. Parties appeared and filed Claim Statement and Counter Statement respectively.

3. Brief history of the case can be narrated for the disposal of this reference as under :—

4. The case of the First Party is that he is a workman under Section 2(s) of the I.D. Act and the Second Party Bank is an Industry under Section 2(j) of the I.D. Act and the dispute is in respect of termination of the First Party. The grievance is that the First Party was appointed as a Watchman by the Second Party in January, 1992 on a monthly salary of Rs. 375 and worked continuously for 3 years but on 1-4-1995 he was terminated from service without any notice, and without complying the provisions of Section 25F of the I.D. Act.

5. The First Party's claim and the allegations are that the termination is illegal and unjust. The termination is without complying the provisions of Section 25F of the

I.D. Act. It is stated by the First Party that from the date of appointment the First Party Workman was demanding to issue an appointment order and was also making request to recommend his appointment to the Zonal office at Bangalore. But nothing was done. It is his further case that upto 1994 appointment order was not issued. Then, legal notice was issued as alleged in para 4 of the claim petition. The 1st Party was in continuous service and was discharging his duties effectively to the entire satisfaction of his superiors. Now the First Party is aged about 42 years and he is unable to get any alternative employment. The First Party for all these reasons has prayed to pass an award in his favour.

6. The Second Party in the Written Statement has stated that First Party is not a workman of the Bank. It is further stated that First Party was never appointed by the Bank. The main contention of the Second Party is that there is no master and servant relationship at any point of time and therefore, the dispute raised by the First Party is not at all an Industrial Dispute. It is also stated that no salary was paid to the First Party at any time. The allegations made by the First Party are not correct. There is a well established procedure for appointment in the Bank, as alleged in Para 5 of the Written Statement. It is further stated that the First Party is an outsider having no connection with the Second Party. The First Party was only a customer. The temporary appointments are also made by the Zonal office and as such the allegations of the First Party against the Branch Manager are not correct. It is again stated that here is no master and servant relationship and this court has no jurisdiction to entertain the reference. The Second Party for these reasons has prayed to reject the above reference.

7. At the trial, two witnesses are examined by the management viz.—MW1 Shri V. N. Sharma and MW2 Shri H. Ramachandra Bhatt. Against all the workmen got examined as MW W1 and documents Ext. W1, W2 and W5 are marked.

8. I have heard both sides. In view of the rival contention the only material point which requires consideration is whether there is a relation of Employer and Employee and the action of the management is justified.

9. The Second Party, in order to prove that there is no relation of Employer and Employee has examined two witnesses. The evidence of MW1 is to the effect that the First Party was looking after a cycle stand near the Bank and the office of the Second Party is located in a complex where other offices of Insurance Company are located. He has also stated that the First Party was not exclusively engaged to look after the cycle stand of the bank employees. It is further stated that he was a customer of the Bank. Remuneration was paid to the First Party for taking care of bicycles and other vehicles of the Bank Staff. He further states that the Branch Manager was not empowered to appoint any body and there was no post of watchman existing in the Branch. He lastly says that question of removing the First Party from service does not arise. The First Party, for the reasons known to him has not cross examined MW1 and MW2. Therefore, this evidence has to be believed.

10. We have the evidence of workman who has given the detailed statement in support of his claim. He says that he was taken for work and one Mr. R. D. Pai informed him that there is a vacancy and necessary adjustment will be made in future and therefore, he was doing sweeping and assisting inside the bank and also carrying cheques and bills. He says that Second Party was paying Rs. 150 after taking signature on a blank paper and were crediting Rs. 250 in the S.B. Account No. 18937. Ex. W1 is the Zerox copy of the pass book. From this Ex. W1 nothing is forthcoming to say that the salary of the First Party was deposited in his Account. Therefore, this document does not help the First Party at all. First Party has also stated that he worked for about 3 years, and he gave representation and applications to the Manager and to the Head Office. He also made request to give him permanent job. He says he got issued legal notice and received reply. He further states that he has not made any effort to secure alternative job as he was engaged in conducting this case. The cross examination of the First Party is very material. The First Party categorically states in his cross examination that it is true that he was not appointed to work as a Watchman and he further volunteers that he was promised to secure a job. Man may speak

lie but the circumstances will not speak lie. Truth has come from the mouth of the First Party and it is clear that there was only a promise to secure him a job. With his cross examination I have no hesitation to say that there is no relation of Employer and Employee between the first party and the Second Party. First Party further stated, in his cross examination that he was doing the work in a cycle stand and volunteers saying that he used to stand near the door. There is no record produced by the First Party to the effect that he was doing work inside the Bank. No evidence is adduced by the First party to prove that he was taking cheques and bills and doing work of the bank. First Party says in his cross examination that he had given a written application to get the post of Watchman. He further says that he has to search whether he has that application. In the next sentence he says that he has not given any application. He also admits in his cross examination that the bank has not given any pay order to him. No gun was given to him. On going through the above cross examination of the workman, it is abundantly clear that he was not given any appointment and there was no relation of Employer and Employee between him and the second party and the first party has miserably failed to prove all this. Documents relied by the first party are not sufficient to prove that he was an employee of the Second Party. If we carefully read the claim, it is said that from the date of appointment he was demanding to issue an appointment order. This would go to show that no appointment order was given to the First Party and he was not an employee of the Employer. Second Party at any time When I heard arguments of the first party, he submitted in his arguments that he was given assurance that he will be given job. This also shows that at no point of time the First Party was appointed as alleged by him.

11. I have given my best consideration to the material before me and I am of the firm opinion that there is no merit in this dispute and I proceed to pass the following order:

#### ORDER

For the reasons stated above the reference is rejected.

(Dictated to PA. transcribed by her, corrected and signed by me on 30-3-2001.)

30-3-2001.

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2001

का. प्र. 917.—औद्योगिक विवाद अधिनियम; 1947 (1947 का 14) की धारा 17 के अनुसूचक में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबन्धकों के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्बंध औद्योगिक विवाद, में औद्योगिक अधिकरण पटना के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2001 को प्राप्त हुआ था।

[सं. एल-12011/28/2000-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 11th April, 2001

S.O. 917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Patna as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 10-4-2001.

[No. L-12011/28/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference No. 2(c) of 2000

Management of Union Bank of India, Patna and their workman represented by Union Bank Employees Association, Bihar State, Patna.

For the Management : Sri S. K. Kapoor  
Dy. Manager (P) Union Bank of India,  
Patna.

For the Workman : Sri B. Prasad, General  
Secretary, Bank Employees Federation,  
Bihar, Patna.

#### PRESENT :

Sri S. K. Mishra, Presiding Officer, Industrial  
Tribunal, Patna

#### AWARD

The 26th March, 2001

The Government of India in the Ministry of Labour by notification No. L-12011/28/2000/IR (B-II) dated 7-6-2000 in exercise of powers u/s. 10(1)(d) of the I.D. Act have referred the following industrial dispute between the Management of Union Bank of India, Patna and their workman as represented by Union Bank Employees Association, Bihar State, Patna to this Tribunal for adjudication:—

"Whether the action of the Management of Union Bank of India in debarring the workman Sri Rajiv Ranjan Kumar as Head Cashier Cat. 'E' is justified? If not, what relief the workman is entitled to?"

2. The case of the concerned workman at it appears from the statement of claim filed on his behalf in brief is that he was working in the post of Head Cashier Category 'C' in Dhanbad Branch, Union Bank of India since the year 1990. He applied for request transfer from Dhanbad Branch to Patna Station. The Management considered his request transfer application and issued order dated 11-3-1996 transferring him from Dhanbad Branch to S. B. Spin Off-Machhuatoli Branch as Head Cashier Category 'C' but the Management could not relieve him from Dhanbad for a long time due to their own exigency. In the mean time S. B. Spin Off-Machhuatoli Branch was converted into specialised Saving Bank Branch, and the post of Head Cashier category 'C' in S. B. Spin Off-Machhuatoli Branch was elevated to Head Cashier Category 'E' as per the Management notification dated 28-7-1998. As per Bank's Policy the post of Head Cashier Category 'E' is filled from amongst the existing Head Cashier category 'C', on the basis of Station-wise seniority. The post of Head Cashier Category 'E' carries special allowance of Rs. 906 while the post of Head Cashier Category 'C' carries a lesser special allowance of Rs. 585 per month. As the workman had already been transferred as Head Cashier Category 'C' at S. B. Spin Off-Machhuatoli Branch of Patna he was allowed to apply for the post of Head Cashier Category 'E' On 25-9-1998 the workman had given a representation

for continuance at Dhanbad as Head Cashier Category 'C' as he was not aware of the fact that he had already been selected for the post of Head Cashier Category 'E' on 24-9-1998 by the Zonal Office, Calcutta. As per the terms and conditions of the notification of the Management dated 28-7-1998 inviting applications for selection as Head Cashier Category 'E' the last date of withdrawal was 10-8-98. As the workman had not applied for withdrawal within the stipulated period till 10-8-1998, the Regional Office, Ranchi vide their letter dated 17-10-1998 instructed Dhanbad Branch to serve the selection letter dated 24-9-1998 on the workman and to relieve him on 28-10-1998 positively for his new assignment as Head Cashier Category 'E'. As per the instruction of the Regional Office, Ranchi, the selection letter for Head Cashier category 'E' was served on the workman on 27-10-1998 and was relieved on 29-10-1998 with instructions to join his new assignment at specialised Saving Bank Branch, Machhuatoli, Patna. The workman then joined as Head Cashier Category 'E' at the Specialised Saving Bank Branch, Machhuatoli, Patna on 30-10-1998 and he submitted representation before the Management on 31-10-98 requesting for his continuance at Patna and also requesting to treat all his previous requests in this regard as nullified. While the workman was discharging his duties as Head Cashier category 'E' at the Specialised Saving Bank Branch, Machhuatoli, after being relieved from Dhanbad Branch by the Management he was served a letter dated 9-11-1998 and also the letter dated 14-10-1998 on 12-11-1998 informing the workman about acceptance of his refusal for the post of Head Cashier Category 'E' and accordingly the workman was debarred for the post of Head Cashier Category 'E' for a period of three years. The local Management with mala-fide intention did not bring to the notice of the workman the Zonal Office's letter No. 1549 dated 14-10-1998 informing the workman about declining his request for posting at Dhanbad. Thus according to the workman the Management acted with ulterior motive in debarring the workman from the post of Head Cashier Category 'E' putting him to serious financial loss. The workman represented to the Management orally and also in writing for redressed of his grievance but to no avail. Finding no chance of redressal from the Management the workman approached the sponsoring union for raising an industrial dispute before the Assistant Labour Commissioner(C), Patna under the provisions of the I.D. Act. After receipt of the dispute the A.L.C.(C), Patna held conciliation proceedings but due to uncompromising attitude on the part of the Management the same ended in failure. On failure of the conciliation efforts the A.L.C.(C), Patna submitted his failure report before the Ministry of Labour, Government of India, New Delhi. The Ministry finding merit on the claim of the workman has referred the dispute to this Tribunal for adjudication. According to the workman the Management being a State within the meaning of Article 12 of the Indian Constitution was expected to behave fairly with this workman. The workman has prayed for cancellation of the order of the Management debarring him for the post of Head Cashier Category 'E' for the period of three years, for payment of the allowance of Head Cashier Category 'E' w.e.f. 30-10-1998 and also for payment of Rs. 5000 being the cost of this litigation.

3. The case of the Management as has been made out in their written statement is that the workman is not eligible for any relief and he was debarred from the post of Head Cashier Category 'E' only in the light of the policy of the Bank. The workman while working as Head Cashier Category 'C' sought transfer to Patna Station and the same was considered and order dated 11-3-1990 was issued for his transfer to the S. B. Spin Branch of Patna for the post of Head Cashier Category 'C', but due to exigencies of the Bank he could not be relieved immediately from Dhanbad Branch and he could be relieved only on 29-10-1998. In pursuance of his transfer order dated 11-3-1990 the workman joined his duty at Patna on 20-10-1998. In the mean time the S. B. Spin Off-Branch, Patna was elevated to S. S. B. full-fledged Branch which was to be provided with a Head Cashier 'E' category. Accordingly in pursuance to Bank's policy a circular dated 28-7-1998 was issued inviting applications from all eligible class of employees. The workman at that time was posted at Dhanbad Branch as Head Cashier category 'C' and he had also applied in response to the circular. He was found eligible for the post and was selected, and an offer was made to him for the said post vide order dated 24-9-1998, but the workman by another request letter dated 25-9-1998 refused his posting as Head Cashier category 'E' at S. S. B. Machhuatoli Branch. As per the circular of the Bank dated 23-10-1992 the employees who refused the post of Head Cashier will be debarred for higher assignment for the period of three years from the date of refusal. In the light of this circular the workman was debarred for the post of Head Cashier category 'E' for three years. Further the workman applied for his transfer on 25-9-1998 from S.S.B. Machhuatoli Branch to Dhanbad Branch as Head Cashier Category 'C'. The Bank considering his said request vide order dated 22-12-1998 transferred the workman to Dhanbad Extension Counter Branch. As per the Bank's policy once a transfer order is issued the same is to be carried out. But the workman instead of carrying out his transfer to Dhanbad approached the A.L.C.(C), Patna for retaining his services in the S.S.B. Machhuatoli Branch. Further regarding the contention of the workman for his relieving by the Regional Office, Ranchi from Dhanbad it has been pointed out that since he had refused the offer of Head Cashier Category 'E' he was relieved by the Branch Office, Dhanbad on the instruction of Regional Office, Ranchi only in pursuant to his transfer request dated 25-9-1998 as Head Cashier 'C' for his transfer from Dhanbad to Machhuatoli Branch. Regarding the financial loss the Management has pointed out that no loss has been caused to the workman. Rather financial loss has been caused to the Bank since he had to be allowed to continue at S.S.B., Machhuatoli Branch because this matter was subjudice before the A.L.C. (C), Patna and due to this very reason the Bank was compelled to pay double special allowances to two employees for the same post. On these grounds the Management has prayed that the claim of the workman should not be considered and it be rejected.

4 A rejoinder to the written statement of the Management has also been filed on behalf of the workman reiterating his case as has been set out in his written statement of claim. In this rejoinder it

is admitted that on 25-9-1998 the workman submitted two applications informing the Management of his desire of refusal of the post of Head Cashier Category 'E' at Machhuatoli Branch, Patna and his further request for retain at Dhanbad Branch itself in the same position as Head Cashier category 'C'. As per clause 12.2, Chapter XII of the staff circular No. 3913 dated 23-10-1992 the refusal should come within two days of the written offer. In the present case the workman submitted his refusal letter on 25-9-1998 whereas he was advised of his selection on 27-10-1998. Thus the refusal letter was much earlier before any offer for the post of Head Cashier category 'E' was made. As per the notification of the Bank dated 18-7-1998 inviting applications for the post of Head Cashier Category 'E' the last date for withdrawal of the application was 10-8-1998. Since the letter of the workman refusing the post of Head Cashier category 'E' was not submitted within the aforesaid stipulated period his application was considered to be infructuous by the Management. According to the workman the Management could not have debarred him from the post of Head Cashier Category 'E' on the basis of his refusal letter dated 25-9-1998 simply because at that time no written offer for the post of Head Cashier Category 'E' had been made to him.

5. The point to be determined in this Reference case is :—

- (i) Whether the action of the Management of Union Bank of India in debarring the workman Sri Rajiv Ranjan Kumar as Head Cashier Category 'E' is justified? and if not, to what relief the workman is entitled to?

#### FINDINGS

6. The concerned workman has been examined as W.W.1. In his evidence he has fully supported his case as has been made out in his written statement. Similarly the Management has also examined one witness namely Sri Matta Babu (M.W.1) in support of its case. The witness has said that he was posted as Assistant Manager, Personnel, in the Regional Office, Patna during the relevant time. Both sides have filed and exhibited some xerox copies of documents on formal proof having been waived by each other. Ext. M is the xerox copy of the letter of the Branch Manager, Dhanbad to the Zonal office, Calcutta dated 26-12-1990 forwarding the request letter of the concerned workman for his transfer to Patna and to other places. Ext. M/1 is the xerox copy of the order of the Zonal Office, Calcutta dated 11-3-1996 transferring the concerned workman to Machhuatoli Branch S.B.-Spin off on the basis of his request letter. But as admitted in the written statement of the Management the concerned workman could not be relieved from Dhanbad Branch until 29-10-1998 Ext. M/2 is the staff circular of the Bank dated 16-6-1993 in relation to the guidelines for filling up the vacancies of Head Cashier category 'E' and other posts. In this circular it is mentioned that if at a Station there is no eligible Head Cashier category 'C' or if there is no application received from the post of Head Cashier category 'C' of that station, the vacancy of Head Cashier category 'E' shall be filled in by inviting applications from the Head

Cashiers category 'C' on the basis of State-wise seniority. As per this circular when a post of Head Cashier Category 'E' is refused a bar of three years on higher assignment as per Chap. XII of the Policy circulated vide staff circular No. 3913 dated 23-10-1992 would be imposed. Ext. M/5 is the xerox copy of the said staff circular No. 3913 dated 23-10-1992, but I find nothing in Chapter XII of this staff circular regarding the bar to the post of Head Cashier category 'E' on refusal. In the written statement filed on behalf of the Management Chapter XII (12.4) of the said circular has been quoted. But the clause 12.4 of Chapter XII of the said circular is to the effect that if an employee refuses the post of Head Cashier category 'C' he will be barred for higher assignment of the said post for the period of three years from the date of refusal. In the present case it is not the case of the Management that the concerned workman had refused the post of Head Cashier category 'C'. However it is the admitted position of the parties that under the guidelines of the Bank an employee who refuses the post of Head Cashier category 'E' may be barred for the said post for a period of three years. Ext. M/3 (Ext. W/2) is the order of the Bank selecting the concerned workman for the post of Head Cashier Category 'E' at S.S.B. Machhuatoli Branch w.e.f. 15-10-1998. The order is dated 24-9-1998. Ext. M/4 is the xerox copy of the letter of the workman dated 25-9-1998 stating therein that due to some domestic problem he was in need to stay at Dhanbad and hence, he refused his posting as Head Cashier category 'E' at Machhuatoli Branch. Ext. M/6 is the xerox copy of the letter of the workman dated 25-9-1998 making a request for his transfer from S.S.B. Machhuatoli Branch to Dhanbad Branch as Head Cashier category 'C'. Ext. M/7 is the staff circular of the Bank No. 8270 dt. 12-4-1998 relating to request transfer of the employees and other matters. Ext. M/8 is the order of the Bank dated 22-12-1998 transferring the workman to Dhanbad Branch from S.S.B., Machhuatoli Branch on the basis of his request letter dated 25-9-1998. Ext. M/9 is the staff circular No. 3715 dated 11-2-1991 to the effect that once an employee is transferred on the basis of his request application he will have to carry out the said order.

7. Ext. W/6 is the letter from the Regional Office, Ranchi to the Branch Manager, Dhanbad dated 17-10-1998 on the subject of transfer of the workman to S.S.B. Branch, Machhuatoli, Patna as Head Cashier category 'E' clerk. The letter shows that the order of the General Manager's Office, Department of Personnel, Calcutta dated 24-9-1999 (Ext. W/2) posting the concerned workman as Head Cashier category 'E' clerk at S.S.B., Machhuatoli Branch was forwarded along with the letter of the Regional Office dated 17-10-1998 (Ext. W/6) directing the Branch Manager, Dhanbad to relieve the concerned workman on 22-10-1998 positively. On receipt of this letter along with the order of posting of the concerned workman as Head Cashier category 'E' at S.S.B. Branch, Machhuatoli, the Branch Manager, Dhanbad by letter dated 29-10-1998 (Ext. W) relieved the concerned workman after close of working hours of that date and directed the workman to report at S.S.B., Machhuatoli, Patna on the following date. The subject of this letter has been noted as posting of the concerned workman as Head Cashier Category 'E' at S.S.B.

Machhuatoli Branch, Patna. So I find no element of truth in the assertion of the Management that the workman was relieved from Dhanbad Branch on 29-10-1998 on the basis of the earlier order of the Bank dated 11-3-1996 (Ext. M/1) transferring the workman to Machhuatoli S.S. Spin-Off Branch as Head Cashier category 'C'. Ext. W/1 is the order of the Bank dated 14-10-1998 debarring the workman from higher assignment for the post of Head Cashier category 'E' for a period of three years on the basis of his refusal letter dated 25-9-1998. Ext. W/3 is a letter from the concerned workman to the Manager, Personnel, Regional Office, Calcutta dated 30-10-1998 stating therein that in spite of his request to the contrary he was relieved from Dhanbad Branch on 29-10-1998 for the post of Head Cashier category 'E' and then he joined at S.S.B. Machhuatoli Branch on 30-10-1998 as Head Cashier category 'E'. It is further mentioned in this letter that in the circumstances he accepted the post of Head Cashier category 'E' at S.S.B. Machhuatoli Branch and he requested the Management to treat his earlier request in this regard as withdrawn. Ext. W/4 is the representation made by the concerned workman with the Management against the order debarring him from the post of Head cashier category 'E' for three years. In this letter it has been mentioned that the order of the Management dated 14-10-1998 debarring him from the post of Head Cashier category 'E' was received by him only on the date of the letter. In the margin it is noted that this representation letter was received in the Branch Office on 13-11-1998. Ext. W/7 is the reply of the Bank dated 9-11-1998 to the representation letter of the concerned workman. In this letter it is mentioned that as the workman had refused the offer for the post of Head Cashier category 'E' and as he had been debarred from that post on the basis of the said refusal letter his transfer to S.S.B. Machhuatoli Branch was for the post of Head Cashier category 'C'. Ext. W/8 is the letter of the Management inviting applications for filling up the post of Head Cashier category 'E' at S.S.B. Branch, Machhuatoli. It shows that the last date for withdrawal of the application was 10-8-1998. It is further mentioned that in no circumstance withdrawal of applications for the said post would be permitted after the said stipulated date.

3. Thus, from the above oral and documentary evidence it becomes apparent that the concerned workman Sri Rajiv Ranjan Kumar submitted two applications with the Management on 25-9-1998. One application was with regard to refusal for the post of Head Cashier category 'E' Machhuatoli Branch since he wanted to continue at Dhanbad (Ext. M/4). As the workman was already under order of transfer from Dhanbad Branch to S.S.B. Machhuatoli Branch, Patna, he also submitted a separate application on that date for his transfer from S.S.B. Machhuatoli Branch to Dhanbad Branch. Both the applications were disposed of by the Management by two separate orders dated 14-10-1998. By one order (vide Ext. W/5) his request for retaining at Dhanbad in the post of Head Cashier category 'C' was not acceded in view of the staff circular No. 3715 dated 11-3-1991 (Ext. M/9). However his request for transfer to Dhanbad was noted in the transfer register for consideration at an opportune time. Subsequently

when the workman joined at S.S.B. Machhuatoli Branch he was retransferred to Dhanbad Extension counter Branch by order dated 22-12-1998 on the basis of his said application dated 25-9-1998 (Vide Ext. M/8). The workman in his evidence has said that this retransfer order from Machhuatoli Branch to Dhanbad Extension Counter Branch was not served upon him. With reference to the letter dated 25-9-1998 of the workman refusing to accept the post of Head Cashier category 'E' at S.S.B. Machhuatoli Branch, the General Managers' office, Calcutta by order dated 14-10-1998 debarred him from higher assignment for the said post for a period of three years (Ext. W/1). It also becomes apparent that the order of Bank dated 24-9-1998 posting the workman as Head Cashier category 'E' at S.S.B. Machhuatoli Branch (Ext. W/2) had not been communicated to him before this letter dated 25-9-1998 refusing the post of Head Cashier category 'E' at S.S.B. Branch, Machhuatoli. The letters of the Regional Office, Ranchi (Ext. W/6) and the letter of the Branch Manager, Dhanbad to the workman (Ext. W) go to show that the copy of his posting order as Head Cashier category 'E' at S.S.B. Branch, Machhuatoli was supplied to him only on 27-10-1998. On 20-10-1998 he was relieved from Dhanbad Branch with a direction to join his new assignment at Machhuatoli on 30-10-1998. Accordingly on being relieved from Dhanbad Branch the workman joined at S.S.B. Branch, Machhuatoli, Patna as Head Cashier category 'E' on 30-10-1998. On the same date he submitted an application stating therein that his earlier request in this regard be considered as cancelled. The letters of the Regional Office, Ranchi and the Branch Office, Dhanbad clearly show that the workman was relieved from Dhanbad Branch on 29-10-98 in view of his posting as Head Cashier category 'E' at S.S.B. Branch, Machhuatoli, Patna. So I find no substance in the assertion of the Management that he was relieved from Dhanbad Branch to join the S.S.B. Machhuatoli Branch as Head Cashier category 'C' in the light of the earlier transfer order dated 11-3-1996. It is absurd to say that the workman was relieved on 29-10-1998 in compliance of the transfer order of long back dated 11-3-1996.

9. It also becomes apparent that the decision of the Management for debarring the workman from the post of Head Cashier category 'E' as contained in the order of the General Manager's Office, Calcutta dated 14-10-1998 (Ext. W/1) was not communicated to the workman so long he remained posted at Dhanbad. It seems that even no copy of the said order had been supplied either to the Regional Office, Ranchi or to the Branch Office Dhanbad. If the fact of debarring the workman from the post of Head Cashier category 'E' was known either to the Regional Office or Branch office the workman would not have been furnished with a copy of his posting order as Head Cashier category 'E' at S.S.B. Machhuatoli Branch, Patna on 29-10-1998 and would not have been relieved from Dhanbad Branch to join the said post. The said order of the General Manager's office, Calcutta was apparently communicated to the workman only after his joining there as Head Cashier category 'E'. As per clause 12 of Chapter XII of the memorandum of settlement circulated by circular No. 3913 dated 23-10-1992 (Ext. M/5) an employee

has to refuse to accept the higher assignment within two days from the written offer. As we have seen the written offer for the posting of Head Cashier category 'E' at S.S.B. Machhuatoli Branch was made to the workman only on 27-10-1989 when the order of said posting dated 24-9-1998 was furnished to him. So he could not have validly refused the post before the offer was made in the light of the said memorandum of settlement (Ext. W/5).

10. Since there was no valid refusal, the action of the Management in debarring the workman Sri Rajiv Ranjan Kumar as Head Cashier Category 'E' is not justified. He is therefore, entitled to be posted at S.S.B. Machhuatoli Branch, Patna as Head Cashier category 'E' w.e.f. 30-10-1998 when he joined there. Accordingly the Reference is answered. The Management is directed to implement the award within a month from the date of its publication.

11. This is my award.

S. K. MISHRA, Presiding Officer

Dated : 26-3-2001.

नई दिल्ली, 11 अप्रैल, 2001

का. अा 918—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेडिकल सुपरिन्टेन्डेंट, सफदर जग अस्पताल के प्रबन्धतंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पक्षाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2001 को प्राप्त हुआ था।

[सं. एल-42012/186/87-आई आर (डी यू)/  
डी. II (बी)]

कुलदीप राय वर्मा, ईस्क अधिकारी

New Delhi, the 11th April, 2001

S.O. 918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Medical Supdt. Safdarjung Hospital and their workman, which was received by the Central Government on 11-4-2001.

[No. L-42012/186/87-IR(D.II(B))]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI K. S. SRIVASTAV, PRESIDING  
OFFICER, CENTRAL GOVT INDUSTRIAL  
TRIBUNAL, NEW DELHI

I.D. No 107/88

In the matter of dispute between :

Shri Attar Singh S/o Shri Ram Pher,  
Chowkidar c/o Hospital Employee's Union,  
Aggarwal Bhawan, G.T. Road, Tis Hazari,  
Delhi-110054.

Versus

The Medical Superintendent,  
Safdarjung Hospital,  
New Delhi-16.

APPEARANCES :

Shri Rajiv Aggarwal—for the workman.

Shri M. P. C. Rao, P.P.O.—for the Management

#### AWARD

This industrial dispute under section 10(1)(d) and section 1(A) of the Industrial Disputes Act, 1947 has been referred by the Central Government in the Ministry of Labour vide its Order No. L-42012/186/87-D.II(B) 6-10-88 for the adjudication of the dispute on the following terms :—

"Whether the management of Medical Supdt., Safdarjung Hospital, New Delhi is justified in terminating the services of Shri Attar Singh s/o Shri Ram Pher, Chowkidar Rank No. 2618 w.e.f. 22-7-86? If not, to what relief the concerned workman is entitled to?"

2. It is to be noted at the first stage that during the continuance of the proceedings the workman namely Shri Attar Singh dies on 7-10-95 and on the application of his heirs and legal representatives moved through Smt. Jagwati wife of the deceased workman. She was impleaded as legal representative of the deceased workman in the case vide order dated 20-9-96.

3. It is admitted fact of the case that the workman Shri Attar Singh was the employee of the Management namely Safdarjung Hospital, Delhi and he was employed as Chowkidar since the year 1976. The workman was charge sheeted twice for his misconduct by showing negligence in the performance of his duties causing huge loss to government money and showing lack of integrity and devotion to duty. The first charge sheet was served vide memorandum No. 6-12/84-Vig. dated 20-7-84 leveling two charges. Its details are given in para 4 of claim statement and it is reproduced below:—

"(1) That Shri Attar Singh, Chowkidar, Rank No. 2418 was on duty at Medical Store on 20-1-83 from 9.30 PM to 7.00 AM next day (21-1-83).

In the night of 20/21-1-83, a theft occurred in the Medical Store resulting in the loss of Rs. 27,247. Shri Attar Singh was so irresponsible in his duty that he could not watch the entry of thieves in the Medical Store. By not keeping vigil on the Medical Stores, Shri Attar Singh has exhibited lack of integrity and devotion to duty thereby contravening rule 3(1)(i) & (ii) of CCS (Conduct) Rule 1964.

(2) That Shri Attar Singh, Chowkidar has given different statements at different occasions,

On 21-1-83, in one of his statements he has said that at about 4.00 AM he went to take tea outside the hospital gate and when he came back, he found the lock of the rear gate of the Medical Store opened. In his another statement dated 21-1-83, he has said that at about 3.30 A.M. Shri Gokal Singh, Security Guard came to him and both of them went to take round. He then went to answer a natural call outside the hospital gate and when he came back, he saw a man running towards the ground behind the Medical Store. He found the lock opened and shouted loudly following which many Chowkidars collected there and the matter was reported to Casualty Medical Officer.

By Giving different statements at different occasions, Sh. Attar Singh has exhibited lack of integrity and devotion to duty thereby contravening rule 3(1)(i) & (ii) of CCS (Conduct) Rules, 1964."

4. Dr. D. Ghosh Head of Department, Radiotherapy was appointed as Enquiry Officer and Dr. B. G. Matapurkar, Surgeon was appointed as Presenting Officer on behalf of the Management. The second charge sheet was served vide memorandum No. 6-10/85-Vig. dated 25-6-1985 the details of which is also given in the same para 4 of the statement of claim and the charges framed are also mentioned below:—

#### "Charge No. I

That Shri Attar Singh, Chowkidar, Rank No. 2618 was posted for duty on 26-5-85 from 3 PM to 9.30 PM. At about 5.30 PM he requested Shri Roop Lal, Security Guard, Rank No. 1442 to look after his duty and left the duty place without proper permission. Shri Attar Singh did not return to his duty thereafter.

Shri Attar Singh, Chowkidar deserted his duty in a very irresponsible manner in spite of specific instructions issued in Office Order No. 4-4/5 dated 11-5-1985.

By his above act Shri Attar Singh exhibited gross negligence of duty and lack of devotion to duty thereby contravening Rule 3(i) (ii) of CCS (Conduct) Rule, 1964.

#### Charge No. II

That at about 8 P.M. Shri Roop Lal discovered that the key No. 22 pertaining to Accounts Branch was missing from the Key Board. Shri Attar Singh took the key No. 22 containing to Accounts Branch with him which he was not supposed to do. Shri Attar Singh by his above act exhibited doubtful integrity thereby contravening Rule 3(1)(i) of CCS (Conduct) Rules 1964."

5. Dr. N. K. Masani, Assistant Medical Superintendent was appointed as Inquiry Officer in the above matter. Shri Risal Singh was appointed as Presenting Officer. After conclusion of the enquiry proceedings the impugned punishment order dated 22-7-86 was passed and the workman was dismissed. The copy of the punishment order filed in the case shows that it

was passed by the Chief Administrative Officer of the Management.

6. As disclosed in para 5 of the statement of claim, the workman has challenged the legality of the punishment order on the following grounds firstly he was placed under suspension vide order No. 6-10/85-Vig. dated 30-5-1985 and had remained under suspension throughout till the date of the order of his dismissal. Secondly despite demands workman was not supplied copies of the statements recorded in the preliminary enquiry and proved during the disciplinary proceedings. Thirdly the report of the enquiry officer was perverse and was based on extraneous and foreign consideration. Fourthly, the punishment order was passed by the disciplinary authority without the application of mind. Fifthly punishment imposed on the workman was disproportionate to the charges framed against him. Sixthly workman's past service record was not taken into consideration.

7. On behalf of the management it is strongly opposed that the enquiry proceeding against the workman were held illegally and against the principles of natural justice. It is stated on behalf of the management that the petitioner was given copies of the documents and was afforded opportunity of hearing and producing his defence. The order of punishment was passed against him legally and fairly after considering the entire material available by the disciplinary authority.

8. The Management has also stated about the conduct of the workman and it is stated that at the time of the employment in 1976 the workman had confessed the fact that he was jailed in Sri Nagar for a period of ten days. The management has also denied workman's contention that his service record was satisfactory and good and has stated that in fact service record of the workman was not upto the mark. He was given various warnings and was asked to improve vide memorandum dated 7-12-79, 24-7-79, 28-4-82 and 5-1-83 but instead of bringing improvement in him he continued to show lacy in the performance of his duties.

9. In the rejoinder the workman has reiterated the allegations made in the statement of claim. Documents in the shape of photo copies of the orders relating framing of charges and of the enquiry proceedings etc. have been filed by the parties, and the evidence in the form of affidavit has also been given on behalf of the management. Affidavit of Dr. A. P. Bansal Chief Administrative Officer and Dr. N. K. Masani retired Chief Medical Officer of the Management have been filed and both of them have also been cross-examined on behalf of the workman. It appears that by inadvertence affidavits of both these witnesses have been marked as MW1 and they have also been mentioned as MW1 at the time of the cross-examination. The cross-examination of Shri A. P. Bansal could not be completed since it was deferred on 15-4-92.

10. On behalf of the workman the affidavit of Shri C. P. Aggarwal President Hospital Employee Union has been filed in his capacity as Office bearer of the Employees Union.

11. It appears that on the failure of the appearance by the management in the case on 27-11-98 direction for proceeding ex parte against the management was given.

12. Written arguments on behalf of the workman was filed and oral arguments were also heard.

13. Besides the objections taken by the workman against the legality of the disciplinary proceedings and the punishment order in para 5 of the statement of claim and mentioned above the workman in this respect has also taken a plea of the incompetency of the punishing authority to pass the punishment order. This plea has been taken by the workman for the first time in the affidavit of Shri C. P. Aggarwal held in the case on behalf of the workman being authorised representative of the workman. His assertion in this respect is that the appointing authority of the workman was the Chief Medical Superintendent of the Management and not Chief Administrative Officer who has passed the punishment order and thus the Chief Administrative Officer who was subordinate to the Chief Medical Superintendent was not competent to pass the order.

14. This plea of the incompetency of the punishing authority who passed the punishment Order I find is not neither available nor satisfactory. As stated above this plea has been taken for the first time by Shri C. P. Aggarwal representative of the workman in his affidavit. No such plea was taken either at the time of filing the statement of claim or rejoinder. Hence the plea taken in the affidavit of Shri C. P. Aggarwal representative of the workman in my view cannot be accepted. However, after a careful scrutiny of the material on record I find that Shri A. P. Bansal, Chief Administrative Officer who has been cross-examined in the case by the workman has categorically denied the suggestion of the workman in the cross-examination that the workman was not appointed by Chief Administrative Officer. True it is that his cross-examination could not be completed but this fact I find will not be sufficient to disbelieve him on the aforesaid fact that the workman was not appointed by Chief Administrative Officer or his appointing authority was Chief Medical Superintendent. On behalf of the workman no material has been given regarding the order of his appointment. In the absence of producing any material by the workman in support of his plea in my view is also a ground to place reliance on the statement of Shri A. P. Bansal Chief Administrative Officer. In view of the fact also the workman's this plea I find cannot be accepted.

15. Following authorities have been cited by the workman in support of his plea of the incompetency of the punishing authority to pass the punishment order:

1. Ajay Kumar Vs. Indian Railway Construction Company Limited 1993 Lab. I.C. 2597.
2. Shri H. C. Singhal Vs. Union of India and others 1990(3) Delhi Lawyer, 282 and
3. Management of D.T.U Vs. B. B. L Hajelaw and others AIR 1972 SC 2452

16. In all these authorities law as enunciated is that punishment order given by an authority inferior

to the Appointing Authority of the employee is illegal and improper. The principle so initiated is beyond question but after having considered entire facts and circumstances of the case as discussed above I do not find that any of these authorities is applicable in the workman's case. It is categorical case of the management that the enquiry proceedings against the workman was held in a proper and legal manner and he was given every opportunity of hearing including producing defence Punishment order according to the management has been passed in a lawful manner. The Management has denied in a specific term the workman's contention that copies of documents were not supplied or in any manner extraneous and foreign matters were considered. It was thus necessary for the workman to have adduced evidence in this respect. There is no evidence on behalf of the workman to show that he had made demand and his demand for the supply of the copies of the documents was any time refused. Evidence of Shri C. P. Aggarwal adduced on behalf of the workman I find does not inspire confidence. He has filed his affidavit in the capacity of being a representative of the workman and also as an office bearer of the workers Union. He has no personal knowledge of the Fact. Thus his evidence cannot be accepted and relied upon. Mere allegation made in the statement of claim without its proof I find cannot be accepted. The workman has also failed to give details of the extraneous and foreign material considered by the enquiry officer or by the Disciplinary Authority. This objection I find has been taken in a casual and routine manner and unless his details are given it cannot be accepted. Again the contention of the workman about the illegality of enquiry proceedings on the ground of his continued suspension I find cannot be accepted. In my view suspension by itself is no ground to hold disciplinary proceedings and punishment order as illegal. It is only when employee is denied subsistence allowance it can be taken as a valid ground for holding disciplinary proceedings as illegal.

17. Further I have carefully examined punishment order copy of which has been filed in the case by both the parties. I do not find any illegality in it. The workman has not been able to point out any perversity in it. The punishing authority after giving narration of the fact has recorded his finding about the guilty of the workman of the charges framed against him. The workman's this objection also I find does not contain any merit. On behalf of the Management Shri N. K. Masant whose affidavit have been filed in the case I find has supported Management's case. He is enquiry Officer. He has denied workman's suggestion in the cross-examination that the enquiry was not conducted by him in a fair and impartial manner. This fact also goes against the merit of the workman's case of unfairness of the enquiry proceeding and of the legality of the punishment order. The punishment order thus in my view cannot be held as legal and improper and I find and hold that the termination of the services of the workman was proper and legal. The term of reference is answered accordingly and award is given in the like manner.

K. S. SRIVASTAV, Presiding Officer  
Dated 30-3-2001.

नई दिल्ली, 12 अप्रैल, 2001

The reference is reproduced as under :

का. ग्रा० 919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री डेयरी फॉर्म के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2001 को प्राप्त हुआ था।

[सं. एल-14012/115/98-आई आर (डी यू)]  
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 919.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Dairy Farm and their workman, which was received by the Central Government on 12-4-2001.

[No. L-14012/115/98-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, LUCKNOW

## PRESENT :

Presiding Officer : Rudresh Kumar.

## ADJUDICATION

I.D. No. 123/2000 Old No. 101/99 (Kanpur)

## BETWEEN

Ambika Prasad Yadav,  
C/o B.M.S.,  
32, Chakrata Road,  
Dehradun-248001.

## AND

Officer Incharge,  
Military Dairy Farm,  
Dehradun-248001.

## AWARD

By reference No. 14012/115/98/IR(DU) dated 22-4-1999, the Central Government, in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) of Section 17 of the I.D. Act, 1947 (14 of 1947) made over this industrial dispute between Ambika Prasad Yadav and Officer Incharge, Military Dairy Farm, Dehradun for adjudication, to the CGIT-cum-Labour Court, Kanpur and later, transferred the case to this Tribunal.

1204 GI/2001—8

"Whether the action of the management of Dairy Farm, Dehradun in terminating the services of Shri Ambika Prasad Yadav, Ex-Casual Labour is legal and justified? If not, to what relief he is entitled and from what date?"

2. The workman, Ambika Prasad Yadav, has raised this industrial dispute claiming continuous service from 1-6-89 to 31-8-98 and working for 240 days in each calendar year and thus entitled to reinstatement with back wages. He pleads that the work, which he was assigned to him was of perennial and permanent nature, that the management, all of sudden, terminated his services w.e.f. 1-9-98 without any notice, notice pay or retrenchment compensation. The management did not follow provisions of Sections 25-F, 25-G and 25-H Industrial Dispute Act, 1947. Relief of reinstatement from 1-9-98 with back wages is claimed.

3. The management has filed written statement through Capt. D. S. Rathore, Officer Incharge, Military Farm, Dehradun, Uttar Pradesh. It is pleaded that 'Military Farm' is an army unit, engaged in production of milk for free ration to army jawans and hay for the army animals. It consists of a dairy which is engaged in production and processing of milk and milk products. The cultivation section of the farm, is for production of fodder for the animals, kept at the farm. The work in the dairy is of regular nature but the work in cultivation section is of seasonal nature. Labourers engaged in cultivation section, are not put to regular work due to its nature of work. Engagement of the workman at Military Farm, Dehradun is not denied but it is stated that he was engaged subject to needs and did not work continuously as claimed by him.

4. It is further pleaded that due to reduction of work load, grades 'C' and 'D' staff are under process of transfer of different units, and no work is left to keep engaged casual labours. It is clarified that the casual labours including the workman would be called on availability of work.

5. Since 28-2-2000 the workman did not appear, to file rejoinder or evidence in the case. Registered notices were sent on 28-9-2000, 23-10-2000 without any response from him. Again registered notices were issued on 14-11-2000, 12-12-2000 as well on 22-1-2001. Despite all these notices, the workman failed to appear and file rejoinder. Accordingly, an ex-parte proceeding was initiated.

6. The management filed a number of documents, showing retrenchment order, and offer of retrenchment compensation etc. Letters regulating the services of casual labours, have also been filed.

7. There is no evidence to rebut management's contention that retrenchment compensation was offered and the termination was due to non-availability of work. There is nothing on record to suggest unfair labour practices, in face of the offer of the management that the casual labours as per seniority would be called to work as and when requirements would arise.

8. The workman has not filed any evidence to substantiate the claim and thus, the management has justified its action in terminating the services of the workman. The workman is not entitled to any relief.

9. Award accordingly.

Lucknow,  
27-3-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

का. अ. 920.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जनरल मैनेजर, टेलेकोम के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम स्थान्य जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2001 को प्राप्त हुआ था।

[सं. एल-40012/167/92-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 920.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief General Manager, Telecom and their workman, which was received by the Central Government on 12-4-2001.

[No. L-40012/167/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

Case No. CGIT/LC/R/2/94

PRESENT :

Presiding Officer : Shri K. M. Rai.

Shri Ram Khiladi,

R/o Nayapura,

Thana Ambah,

District Morena.

Applicant.

Union of India through

Secretary, Ministry of

Telecommunication, New Delhi.

Chief General Manager.

Telecommunication,

MP Circle, Bhopal.

Asstt Engineer, Telecom,

Railway Electrification Project,

Bhopal.

.. Non-applicants.

## AWARD

Passed on this 5th day of March, 2001

1. The Government of India, Ministry of Labour vide order No. L-40012/167/92-IRDU dt. 10-1-94 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Chief General Manager, Telecommunication, Bhopal in terminating the services of Shri Ramkhiladi S/o Shri Sewaram w.e.f. 30-4-90 is justified? If not, what relief the workman concerned is entitled to?”

2. The case for the workman is that initially he was appointed as casual labour under Assistant Engineer, RE, Jhansi w.e.f. 1-2-85. He continued as such till 5-3-86. Thereafter he was engaged under SDO(T), Morena w.e.f. 1-4-86 and remained in the employment till 30-6-86. Thereafter he was again sent to RE w.e.f. 1-7-86 and continued to work till 31-10-86. Thereafter he was again engaged under SDO(T), Morena w.e.f. 1-1-87 where he worked till 30-6-87. Again he was sent under SDO(T) and he worked there w.e.f. 1-8-87 to 30-4-88. Thereafter on 1-5-88 again he was sent to RE Vidisha where he worked till 13-1-89. He was again sent to SDO(T), Bhopal w.e.f. 1-9-89 and worked there till 30-4-90. His attendance was entered in the muster roll till 31-10-89. He was given identity book in which his complete attendance was entered. The SDO(T) discontinued his service w.e.f. 1-8-90.

3. The workman further alleges that his services were illegally terminated in violation of the provisions of I.D. Act, 1947. He had continuously worked for more than 240 days in a calendar year. He is therefore entitled to regularisation prior to terminating his services. The management had neither served him with statutory notice nor any retrenchment compensation was given to him. The termination of his service w.e.f. 30-4-90 deserves to be quashed. He is entitled to reinstatement with all back wages.

4. The case for the management is that the workman was employed purely on casual basis. He had not worked for 240 days in a calendar year preceding his termination from service. His termination therefore does not amount to retrenchment. He is not entitled to any retrenchment compensation under Section 25-F of the I.D. Act, 1947 as claimed by him. In view of all these facts, the workman is not entitled to any relief as claimed by him.

5. The following issues arise for decision in this case—

1. Whether the workman is entitled to reinstatement with back wages.

2. Relief and costs?

6. Issue No. 1: The workman has admitted in his statement that he was employed as casual labour on temporary basis by the management. He used to work till the work was made available by the management. After the work was over, his services used to be discontinued. Thereafter again when the necessity arose, the management gave him the employment temporarily for a particular period.

7. The workman was initially appointed as casual labour w.e.f. 1-2-85 and he continued to work as such till 31-10-89 which is evident from attendance record Ex. W-2. In this way as per the scheme of management, the workman attained the temporary status as on 29-11-89. He had also continuously worked for 240 days in the preceding years which has been established from the attendance register Exhibit W-2. In this way as per the management scheme dated 12-4-91, the workman attained a temporary status and therefore he was eligible for regularisation. The management did not consider him at all and discontinued his services w.e.f. 26-4-90. The management also did not comply with the provisions of Section 25-F of I.D. Act prior to terminating the services of workman. The workman has amply proved that he had continuously worked for more than 240 days in 12 calendar months preceding the date of his termination. As per the regularisation scheme of 12-4-91, he has attained temporary status. Hence the workman's termination is bad in law. He is entitled to reinstatement with back wages w.e.f. 1-5-90 till the date of his reinstatement. Issue No. 1 is answered accordingly.

8. Issue No. 2: On the reasons stated above, it is held that the workman is entitled to reinstatement with back wages w.e.f. 1-5-90 till the date of his reinstatement. The workman shall be reinstated within the period of 3 months from the date of award.

9. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

का. आ. 921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टेलीकॉम नैक्स्ट्री के प्रबन्धन के संबंध में नियोजकों उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2001 को प्राप्त हुआ था।

[सं. एल-40012/99/91-डी. 2 (बी)/आई आर (जी यू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 921.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Factory and their workman, which was received by the Central Government on 12-4-2001.

[No. L-40012/99/91-D-2(B)|IR(D.U.)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/235/91

#### PRESENT :

Presiding Officer : Shri K. M. Rai.

Shri Gulab Singh,  
C/o Shankar Singh,  
PO Gandhij Gram, Budhagar,  
Teh. Sihora,  
District Jabalpur.

.. Applicant.

#### Versus

The Chief General Manager,  
Telecom Factory,  
Jabalpur.

.. Non-applicant.

#### AWARD

Passed on this 2nd day of March, 2001

1. The Government of India, Ministry of Labour vide Order No. L-40012/99/91-D-2(B)|IR(D.U.) dated 15th December, 1991 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of Telecom. Factory, Jabalpur in terminating the services of Shri Gulab Singh, Ex-Mazdoor w.e.f. 17-9-90 is justified? If not, what relief he is entitled to?”

2. The case for the workman is that he was first appointed in Telecom. Factory, Jabalpur as a Mazdoor on 13-7-73. At that time, he recorded his date of birth in the prescribed form as 15-6-1947. He had not studied in any school and therefore no proof for the age was produced by him. The management also did not ask any proof and accepted his date of birth as given by him. The declaration made by the workman with regard to his date of birth was based on the information received from his parents who were totally illiterate. His services were terminated w.e.f. 17-7-76 illegally. Again he was given appointment on 27-4-84. The management asked him to furnish the information about his date of birth which was already recorded in connection with the earlier appointment. The workman being unaware of his age and date of birth, he gave his age as 35 years on the information received from his parents. On that basis he also filed an affidavit declaring his date of birth as 5-7-54. This date of birth was not based on any document. The workman further alleges that he was chargesheeted for the alleged misconduct of furnishing false information about his date of birth and age. He was illiterate and had no service record. His parents were also illiterate. At the same time there was no documentary evidence regarding the date of birth. There was no mala-fide intention of workman at the time of furnishing the date of birth to the management. He had not exercised any fraud in this connection as alleged by the management. The management had issued the chargesheet simply because he had challenged his fresh appointment instead of reinstating him on duty as he had been acquitted of the criminal charge by the High Court of MP on which basis, his services were terminated on 17-7-76. He was also allowed to be reinstated with full back wages

and other consequential benefits by this tribunal in case No. CGIT/LC/R/37/84. The management was annoyed with this order and therefore a false chargesheet was served on him and the Departmental Enquiry regarding misconduct was conducted against him. Ultimately on the basis of enquiry report, he was illegally dismissed from service from 17-9-90. In spite of his expressed willingness he was not examined by the medical board to ascertain his age. The workman was not given opportunity to cross examine the prosecution witnesses during the Departmental Enquiry and no ample opportunity was given to him to defend his case properly. In this way the Enquiry was not conducted in fair and just manner. The findings of the Enquiry Officer is against the principles of natural justice. The order of dismissal therefore deserves to be quashed. He is entitled to reinstatement with all back wages.

3. The case for the management is that the workman was first appointed as mazdoor in Telecom. Factory. At the time of his appointment, he had furnished his date of birth as 15-6-47 which was accepted by the Department and was recorded in the service book as per his declaration. He was engaged as temporary mazdoor and his services were terminated w.e.f. 17-7-76 under rule 27(1) of CSO after payment of one month's notice. He was offered the job of mazdoor as a fresh appointment. For his fresh appointment as mazdoor, the workman submitted an affidavit on 14-6-84 stating his date of birth as 5-7-54. He was given fresh appointment on temporary basis on 27-4-84. Subsequently it was revealed from the office records that in order to get undue advantage false date of birth was given by the workman at the time of getting the second temporary appointment as mazdoor. The workman was accordingly issued chargesheet on 22-7-86 for misconduct of fraud and dishonest under CSO 31(D). The Departmental Enquiry was conducted as per rules. He was given ample opportunity to defend himself. The charges were found proved by the Enquiry Officer and on the basis of this report, the Disciplinary Authority dismissed him from service w.e.f. 17-9-90. The workman preferred an appeal against the order of dismissal. This appeal was rejected on 19-7-91.

4. The management further alleges that the petition challenging removal from service of workman has no connection with this case. He has been rightly removed from service after due enquiry and his charges were found to be proved against him. The enquiry conducted against the workman was just and proper. Therefore the punishment awarded to him does not require any interference by this court. The workman is not entitled to reinstatement with back wages as claimed by him.

5. The following issues arise for decision in the present case and my findings thereon are noted as hereinafter—

1. Whether the DE conducted against the workman is just and proper ?
2. Whether the management is entitled to lead evidence to prove the misconduct of the workman ?

3. Whether the punishment awarded to the workman is just and proper ?

4. Relief and costs ?

6. Issue No. 1 and 2:—This tribunal has held on 15-4-99 that the DE conducted against the workman by the management was just and proper. In view of this finding, the management is not required to lead any evidence to prove the alleged misconduct of the workman. Issue Nos. 1 and 2 are answered accordingly.

7. Issue No. 3: It is an admitted fact that the workman was given first appointment as mazdoor by the management on 12-7-73. At the time of appointment, he had furnished his date of birth as 15-6-47 which was accepted by the management and was recorded in the service book of the workman as per his declaration. He was on temporary employment and therefore his services were terminated w.e.f. 17-7-76 under rules 27(1) of CSO after payment of one month's notice. For the 2nd time the workman was given a fresh temporary appointment as a mazdoor on 27-7-84. This time, the workman gave his date of birth as 5-7-54. He had given an affidavit also confirming his date of birth as 5-7-54. After about 2 years, this fact came to the notice of the management that the workman had given false date of birth as 5-7-54 for securing undue advantage. He was therefore issued a chargesheet in this respect and proper DE was conducted against him. The charges were proved against him and on the basis of enquiry report, the Disciplinary Authority terminated his services w.e.f. 17-9-90. All these facts have been admitted by the workman himself. It was the duty of workman to verify his date of birth from the office of management while getting the second fresh temporary appointment as mazdoor on 22-7-84. After careful investigation he should have given affidavit in respect of his correct date of birth which was submitted earlier when the first appointment was issued to him. The changed date of birth is a clear misconduct which cannot be excused by any amount of argument what so ever might be.

8. The circumstances of the case clearly go to prove that the workman had deliberately given the false date of birth at the time of getting the second temporary appointment as a mazdoor only with a view to gain some advantage for continuing in the service for a longer period for which he was not entitled at all. In such a case, the punishment of dismissal is perfectly just and proper. The management had acted reasonably in awarding the punishment of dismissal from service. Issue No. 3 is answered accordingly.

9. Issue No. 4 : On the reasons stated above, it is held that the punishment of dismissal of service awarded against the workman by the management is just and proper and needs no interference by this court. The workman is not entitled to any relief as claimed by him in the present case. In this way, the reference is answered in favour of the management and against the workman.

10. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

The reference is re-produced as under :

का.आ. 922:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 12-4-2001 को प्राप्त हुआ था।

[सं. एल-40012/46/99-आईआर (डीयू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Lucknow, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Department and their workman, which was received by the Central Government on 12-4-2001.

[No. L-40012/46/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, LUCKNOW

PRESENT

Presiding Officer.—Rudresh Kumar.

ADJUDICATION

I.D. No. 8/99

BETWEEN

Balram Verma  
S/o Sh. R. K. VERMA  
R/o 22/741, Indira Nagar,  
Lucknow (U.P.)-226001.

AND

The General Manager  
Doorsanchar  
Lucknow Doorsanchar,  
Lucknow (U.P.)-226001.

AWARD

By reference No. L-40012/46/99/IR(DU) dated 26-7-1999, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) made over this industrial dispute between Balram Verma and the General Manager, Doorsanchar, Lucknow Doorsanchar, Lucknow for adjudication.

“Where the action of the Doorsanchar Department, Lucknow in terminating the services of Sh. Balram Verma is legal and justified? If not, to what relief the workman is entitled?”

2. Shortly Put.—The case of the workman is that he was appointed in the services of Lucknow Doorsanchar Department as helper and was assigned work under Mr. V. K. Srivastava, Asstt. Engineer. His emoluments were Rs. 48 per day. He worked with Mr. V. K. Srivastava and then after, under other officers, continuously from January, 1992 to December, 1994. In each of the year during the said period, he worked more than 240 days continuously. His services were terminated w.e.f. 1-1-1995 without any notice, notice pay or retrenchment compensation. His pleas to the higher officers of the department had no effect. Even juniors to him are retained and are working. Three of such juniors viz. Anil Kumar, Daya Ram, G. S. Tewari have been mentioned in the claim statement. The workman contends that the work against which he was engaged, is still vacant and those engaged with him are still working and some of them have been made regular employees.

3. The management has not denied engagement of the workman, Balram Verma, in the department, but has pleaded that under pressure of works, some casual labours were engaged from market and the workman may be one amongst them. It is denied that the workman had worked continuously since January, 1992 to December, 1994 and completed ‘continuous service’ for more than 240 days in any calendar year. The management is not specific, to deny work and character certificate issued by its officers but has come with pleas that they were not authorised to issue such certificates and, thus, the certificates have no legal effect.

4. The workman, in order to substantiate his version, examined himself before this Tribunal. He also relied on two certificates relating to his work and conduct, issued by Mr. V. K. Srivastava and Mr. M. B. Verma, both Asstt. Engineers of the Doorsanchar Department. A number of copies of the representations made to the officers and the Hon’ble Minister have been filed to show that he regularly approached the authorities to redress his grievances but no attention was paid and ultimately he has to raise this industrial dispute.

5. The management on, the other hand, examined Mr. V. K. Srivastava, then Asstt. Engineer with whom the workman allegedly worked. One of the certificates Ex. W-1 is said to have been issued by him. Mr. V. K. Srivastava denied to have issued Ex. W-1 and his signature over it. The workman with permission of the Tribunal, examined hand writing expert Mr. S. P. Gupta and submitted his report. Initially, the management desired to examine his own expert but later, changed its mind and desired to cross examine the expert.

6. To shorten the discussions, the core issue is whether Balram Verma was engaged and had worked under V. K. Srivastava and M. B. Verma from January, 1992 to December, 1994?

7. It is pertinent to mention that the management did not deny engagement of Balram Verma, but, stated that he might have been one of the many labours, engaged for day to works borrowed from the market. Such averments do not amount to denial of engagement of the workman, especially, in face of the certificates Ex. W-1 and Ex. W-2 issued by V. K. Srivastava and M. B. Verma. Expert's evidence conclusively proves that Ex. W-1 was signed by V. K. Srivastava. The management did not examine M. B. Verma to deny issuance of the certificate Ex. W-2 which mentions period 1993-94. M. B. Verma was available with the management, who could have examined to deny Ex. W-2.

8. It was for the management to show that the services of the workman was taken for few days and he was paid on petty vouchers, as was the practice, in the department. The workman in his statement claimed that he was paid on Form ACG 17 regularly on monthly basis. He also stated that those casual labours working outside Lucknow were paid on muster roll. This fact is not denied by the management. On application of the workman, this Tribunal ordered production of ACG 17 to prove whether payments were made to the workman regularly from January, 1992 to December, 1994, but the management failed to produce the records, or to show cogent reasons for not doing so. Consequently presumption has to be drawn against the management as it deliberately concealed the documents. The statement of the workman that he worked from January, 1992 to December, 1994 continuously, is corroborated by the certificate Ex. W-1 and W-2. These certificates can be accepted as proof to claim period of works, since these were issued by the officers with whom the workman remained engaged.

9. The management has not filed any record or also did not give any evidence to show that the workman were never engaged. It has also not been shown that the three junior persons, viz Anil Kumar, Daya Ram and G. S. Tewari are not working. It has also not been shown as from which contractor, this workman was borrowed, if not engaged by the department, as stated by MW1.

10. Thus, from evidence on record, it is proved that Balram Verma worked in Kaiserbagh Exchange and assisted Mr. V. K. Srivastava and Mr. M. B. Verma. It is also proved by Ex. W-1 and Ex. W-2 that he worked upto 1994. Accordingly, the workman succeeded in proving his engagement as casual labour, and continuous working from January, 1992 to December, 1994 and his continuous working in these years were more than 240 days in each calendar year. His abrupt termination from service was not justified as the management failed to comply with the provisions of the section 25-F Industrial Dispute Act, 1947.

11. In the result, the workman is entitled continuity in service. He is entitled to be reinstated with back wages.

12. Award accordingly.

Lucknow,

Dt. 3-4-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

का.आ. 923.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री डेयरी फार्म के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2001 को प्राप्त हुआ था।

[स.एल-14012/17/99-आईआर(डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Lucknow, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Dairy Farm and their workman, which was received by the Central Government on 12-4-2001.

[No. 1-14012/17/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, LUCKNOW

PRESENT :

Presiding Officer.--Rudresh Kumar.

ADJUDICATION

I.D. No. 142/2000 Old No. 236/99 (Kanpur)

BETWEEN

Mukesh Kumar,  
C/o B.M.S.  
32, Chakrata Road,  
Dehradun.

AND

Officer Incharge,  
Military Dairy Farm,  
Dehradun.

AWARD

By reference No. 1-14012/17/99/IR(DU) dated 22-7-99, the Central Government, in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made over this industrial dispute between Mukesh Kumar and Officer Incharge, Military Dairy Farm, Dehradun for adjudication, to the CGIT-cum-Labour Court, Kanpur and later, transferred the case to this Tribunal.

The reference is re-produced as under :

"Whether the action of the management of Military Dairy Farm, Dehradun in terminating the services of Shri Mukesh Kumar, Ex-casual labour is legal and justified? If

not, to what relief the workman is entitled."

2. The workman, Mukesh Kumar, has raised this industrial dispute claiming continuous service from 10-1-90 to 31-8-98 and working for 240 days in each calendar year and thus entitled to reinstatement with back wages. He pleads that the work, which was assigned to him was of perennial and permanent nature, that the management, all of sudden, terminated his services w.e.f. 1-9-98 without any notice, notice pay or retrenchment compensation. The management did not follow provisions of section 25-F, 25-G, and 25-II Industrial Dispute Act, 1947. Relief of reinstatement from 1-9-98 with back wages is claimed.

3. The management has filed written statement through Capt. D. S. Rathore, Officer Incharge, Military Farm, Dehradun, Uttar Pradesh. It is pleaded that 'Military Farm' is a army unit, engaged in production of milk for free ration to army jawans and hay for the army animals. It consists of a dairy which is engaged in production and processing of milk and milk products. The cultivation section of the farm is for production of fodder for the animals, kept at the farm. The work in the dairy is of regular nature but the work in cultivation section is of seasonal nature. Labours engaged in cultivation section, are not put to regular work due to its nature of work. Engagement of the workman at Military Farm, Dehradun is not denied but it is stated that he was engaged subject to needs and did not work continuously as claimed by him.

4. It is further pleaded that due to reduction of work load, grade 'C' and 'D' staff are under process of transfer to different units, and no work is left to keep engaged casual labours. It is clarified that the casual labours including the workman would be called on availability of work.

5. Since 28-2-2000, the workman did not appear, to file rejoinder or evidence in the case. Registered notices were sent on 28-9-2000, 23-10-2000 without and response from him. Again registered notices was issued on 14-11-2000, 12-12-2000 as well on 22-1-2000. Despite all these notices, the workman failed to appear and file rejoinder. Accordingly, as ex-parte proceedings was initiated.

6. The management filed a number of documents, showing retrenchment order, and offer of retrenchment compensation etc. Letters regulating the services of casual labours, have also been filed.

7. There is no evidence to rebut management's contention that retrenchment compensation was offered and the termination was due to non-availability of work. There is nothing on record to suggest unfair labour practices, in face of the offer of the management that the casual labours as per seniority would be called to work as and when requirements would arise.

8. The workman has not filed any evidence to substantiate the claim and thus, the management has justified its action in terminating the services of the workman. The workman is not entitled to any relief.

9. Award accordingly.

Lucknow.  
27-3-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

का.आ. 924.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्टोन्मेन्ट बोर्ड, सागर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2001 को प्राप्त हुआ था।

[स.एल-13012/2/92-आईआर(डीयू)]

कुलदीप राय वर्मा, ईस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cantt. Board, Sagar and their workman, which was received by the Central Government on 12-4-2001.

[No. L-13012/2/92-JR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/24/93

Presiding Officer: Shri K. M. Rai.

Shri L. P. Srivastava,  
Ex. Junior Clerk,  
Cantonment Board,  
Sagar.

.. Applicant.

Versus

Cantonment Board,  
Sagar

.. Non-applicant.

#### AWARD

Passed on this 5th day of March, 2001

1. The Government of India, Ministry of Labour vide order No. L-13012/2/92-IRDU dated 18-1-93 has referred the following dispute for adjudication by this tribunal:—

"Whether the management of Cantt Board, Sagar (MP) is justified in terminating the services of Shri L. P. Srivastava, Ex-Junior clerk w.e.f. 1-8-91? If not, what relief he is entitled to?"

2. The case for the workman is that he was appointed as vaccinator by the Government Board, Sagar in the year 1957. He was promoted as clerk in the

year 1974. Thereafter he was holding the post of store keeper w.e.f. May 85 to Nov 87. The Cantonment Board Sagar served him with a chargesheet for deficiency of store, unaccountability of tyres and theft of tyres in the year 1987. Three enquiries were conducted against him independently of the said charges. He submitted his reply to the charges but the management did not accept the same. During the Departmental Enquiry, the copies of relevant documents, relied on by the management, were not supplied to him. The Enquiry Officer did not permit him to avail the help of Shri Dansingh Thakur to defend himself during the enquiry proceedings. The entire enquiry was conducted in a biased manner and the principles of natural justice were not complied with. During the enquiry proceedings his applications were not considered properly. There was no material on record to prove the charges against him (workman). During the enquiry proceedings, the prosecution failed to establish the workman's link with the charges served on him. The enquiry officer submitted a false report holding the charges proved against him on the basis of surmises only. In this way, the enquiry Report is absolutely perverse which should have been ignored.

3. The workman further alleges that the Cantonment Board has illegally held the charges proved against him. He has been illegally dismissed from service by the management. This order deserves to be quashed. He is entitled to reinstatement with back wages.

4. The case for the management is that while holding the post of store keeper, the workman committed serious acts of misconduct causing deficiency in the stores and theft of tyres etc. On 19th Sept. 88, the workman was issued chargesheet in this respect and the disciplinary proceedings were started against him under rule 12 of CESR-1937. After the enquiry proceedings were over, the Enquiry Officer held the charges proved against him. The report of Enquiry Officer was accepted by the competent authority and the workman was dismissed from service w.e.f. 30-7-91. The workman should have filed appeal against this order under rule-14 of CFSR-1937, but he could not avail of this remedy. In this way the workman has not exhausted the alternative remedy available to him in this connection.

The management further alleges that initially the chargesheet dated 30-3-88 was framed against the workman in Hindi and subsequently on his request it was translated into English on 19-4-88. Subsequently some corrigendum was issued with the sanction of the competent authority. The workman submitted his reply to the charges levelled against him. His explanation was not found satisfactory and therefore the Enquiry Committee was constituted to conduct the enquiry against him. The enquiry committee held all the three charges proved against him. The enquiry committee had given the ample opportunity to the workman to defend his case properly. He was allowed to engage the Assistant to help him in defending his case during the enquiry proceedings. All the relevant documents were supplied to him and he had cross examined the witnesses in order to prove his defence. After the enquiry was over, the enquiry committee appreciated the material on record and held

the charges proved against the workman. The Competent Authority accepted the report of the Enquiry Officer and dismissed the workman from service. The report of the enquiry committee is perfectly legal and does not require any interference by this tribunal. The punishment awarded against the workman is just and proper in the circumstances of the case. In view of all these facts, the workman is not entitled to any relief as claimed by him.

6. The following issues have been framed in this case and the findings thereon are noted herein after.—

1. Whether the enquiry is just, proper and legal.
2. Whether the management is entitled to lead evidence before this tribunal ?
3. Whether the charges of misconduct are proved on the facts of the case ?
4. Whether the punishment awarded is proper and legal?
5. Relief and costs?

7. Issue No. 1 & 2 :

It has been held by this tribunal on 17-4-96 and 21-6-97 that the Departmental Enquiry conducted against the workman is perfectly just and proper. In view of this finding, the management is not required to lead evidence to prove the alleged misconduct of the workman. Both these issues are answered accordingly.

8. Issue No. 3 & 4 :

The Departmental enquiry regarding the alleged misconduct of the workman conducted by the management has been held to be just and proper. Now the question arises as to whether the punishment of dismissal awarded to the workman is proportionate in the circumstances of the case or not ? From the perusal of the Departmental Enquiry papers, it appears that the enquiry committee had considered the oral and documentary evidence produced in the Departmental Enquiry Proceedings from both the sides properly. The findings does not appear to be based on surmises or conjectures only. The conclusion is based on the facts and circumstances of the case available on the record. This finding does not appear to be perverse as contended by the workman. This court cannot reappreciate the evidence adduced during the enquiry proceedings. I therefore hold that the report of the enquiry committee does not suffer from any legal infirmities.

9. The workman was charged with deficiency of store, theft of tyres and unaccountability of tyres during his performance as store keeper. He was holding the responsible and sensible post and the management had reposed the confidence in him for discharging the duty. The workman did not prove himself to be true and sincere to his duty. In such a circumstance, the imposition of penalty of dismissal from service by the cantonment board, Sagar is perfectly just and proper and it does not require any interference by this tribunal. It is therefore held that the charges of misconduct have been proved against the workman and the punishment of dismissal from service is also proper. These issues are answered accordingly.

10. Issue No. 5.—On the reasons stated above, it is held that the workman is not entitled to any relief as claimed by him. The imposition of penalty of dismissal from service is perfectly just and proper and does not require any interference.

11. Copy of the award be sent to the Ministry of Labour as per rules.

K. M. RAI, Presiding Officer.

नई दिल्ली, 12 अप्रैल, 2001

का.आ. 925 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक, अधिकरण/श्रम न्यायालय चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2001 को प्राप्त हुआ था।

[सं.एल-12012/99/99/आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 925.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-4-2001.

[No. 12012/99/99-IR(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 20th March, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 134/2001

(Tamil Nadu Industrial Tribunal I.D. No. 104/99)

(In the matter of the dispute for adjudication under section 10(1)(d) and sub-section 2(A) of the Industrial Disputes Act, 1947, between the Claimant, the General Secretary, State Bank Employees Union, Chennai and the Management, the Deputy General Manager, State Bank of India, Trichy)

#### BETWEEN

The General Secretary,  
State Bank Employees Union,  
Chennai.

—Claimant/I Party.

1204 GI/2001—9

AND

The Deputy General Manager,  
State Bank of India,  
Trichy.

—Management/II Party.

#### APPEARANCES :

For the Claimant—Sri V. S. Ekambaram, Authorised Representative.

For the Management—Sri K. S. Sundar, Advocate.

#### REFERENCE :

Order No. L-12012/99/99/IR(B-I) dated 16th June, 1999, Government of India, Ministry of Labour, New Delhi.

This dispute on coming up before me for final hearing on 20-3-2001, upon perusing the Claim Statement, Counter Statement, documents filed on the side of the Management Ex. M1 to M8 and upon considering the representation made on either side, this Tribunal pass the following :—

#### AWARD

This reference by the Central Government in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947, between Shri A. G. Akbar Sheriff, Workman and the Deputy General Manager, State Bank of India, Trichy, Management, mentioned as Schedule appended to the order of reference.

The Schedule reads as follows :—

“Whether the action of the Management of State Bank of India in imposing the punishment ‘warning’ to the workman, Sri A. G. Akbar Sheriff by order dated 3-10-95 is justified? If not, to what relief he is entitled?”

This order of reference was first made to Tamil Nadu Industrial Tribunal by the Central Government, Ministry of Labour as an industrial dispute for adjudication and the same was taken on file there as I.D. No. 104/99. On receipt of notices from that Tribunal, both the parties appeared before that Tribunal and filed their respective Claim Statement and Counter Statement. When the matter was pending for enquiry before that Tribunal, as per the orders of the Central Government this case was transferred from the file of Tamil Nadu Industrial Tribunal to the file of this Tribunal for adjudication. On receipt of records from the Tamil Nadu Industrial Tribunal, this case was taken on file as I.D. No. 134/2001 and notices were sent by registered post to the authorised representative of the I Party/Union and the counsel for the II Party/Management, informing them about the transfer of this case from the file of Tamil Nadu Industrial Tribunal to the file of this Tribunal and to appear before this Tribunal with their respective parties for the hearing on 1-2-2001. From 1-2-2001, the case was adjourned to 16-2-2001, granting time for the II Party/Management to file their documents and from 16-2-2001 the case was adjourned to 9th March, 2001 for the Management to file the documents. On 9-3-2001, the documents on the Management side were marked by consent of both the parties

as Ex. M1 to M8 and the case was adjourned to 20-3-2001 i.e. to-day, on request of both the parties.

3. When the matter was came up for enquiry this day, the aggrieved workman whose cause being espoused by the I Party/Claimant Union has filed a memo stating that he has opted for voluntary retirement from service and the Respondent Bank has accepted the same and has issued him a letter that he will be relieved from the Bank service on retirement on VRS on the close of working hours on 31-3-2001 and since he is going to retire next week, the punishment has become irrelevant and he has already submitted a letter to the Respondent, Deputy General Manager of the Bank through proper channel about his withdrawal of this case and he requests that he may be allowed to not press this industrial dispute No. 134/2001. The authorised representative of the bank took notice and has made an endorsement that he has no objection. After hearing both sides, the memo is recorded. In view of the fact of the aggrieved workman's decision do not press this industrial dispute, due to his voluntary retirement from service, this case is allowed to be withdrawn by the aggrieved workman, who is represented by the Claimant/I Party Union and consequently, this industrial dispute is dismissing as not pressed.

4. In the result, no dispute award is passed. No cost.

(Dictated to the Stenographer and transcribed & typed by him and corrected and pronounced by me on this day, the 20th March, 2001).

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2001

का.प्रा. 926.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक ऑफ़ हैदराबाद के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 अप्रैल, 2001 को प्राप्त हुआ था।

[सं. एल-12011/3/2000-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th April, 2001

S.O. 926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Hyderabad and their workman, which was received by the Central Government on 11-4-2001.

[No. L-12011/3/2000-IR(B-I)]  
AJAY KUMAR, Desk Officer

ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI  
PRESENT :

Shri S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/40 of 2000

Employers in relation to the management of State Bank of Hyderabad, Aurangabad.

The Deputy Manager,  
State bank of Hyderabad,  
Zonal Officer,  
Aurangabad.

AND

Their Workmen

The General Secretary,  
State Bank of Hyderabad Workers' Organisation,  
Clo, Shri Mungikar,  
Pushpakunj, Old Osmanpura  
Aurangabad.

APPEARANCES :

For the Employers : Mr. A. S. Telang, Representative.

For the Workmen : No appearance.

Mumbai, dated the 21st March, 2001

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/3/2000/IR(B-I) dated 25th/30th May, 2000 have referred the following Industrial Dispute for adjudication:

"Whether the action of the management of State Bank of Hyderabad, Aurangabad in not redesignating Shri U. R. Bodhankar, Head Cashier as Special Assistant, Degloor is illegal and justified? If not, what relief the workman concerned is entitled to?"

2. On receipt of the reference this Tribunal issued notices to the management and the union. In response to the notice the management State Bank of Hyderabad's Manager Shri S. Telang appeared and reported vide purshis (Exhibit 8) that the concerned employee Shri U. R. Bodhankar has expired on 24th June 2000. He has filed his death certificate with list (Exhibit 7). None appeared on behalf of the union though served vide acknowledgement (Exhibit 4). The management filed letter addressed to bank by the deceased's legal heirs i.e. his children Ashwini and Anirudh and wife Aruna Bodhankar with list (Exhibit 13). By this they concede that Shri Bodhankar died due to accident on 24th June 2000 and that they have no dispute and consequently the reference be disposed off. Relying on the letters of the heirs of the deceased worker produced by the management with list (Exhibit 13) and that the reference was in connection with redesignation of deceased, Head Cashier as Special Assistant, that legal representatives do not wish to proceed further the reference will have to be disposed off and hence the order :

## ORDER

The reference stands disposed off for non-prosecution.

21-3-2001

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2001

का.प्र. 927.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इल्यू. सी. एल. के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2001 को प्राप्त हुआ था।

[सं. एल-22025/27/90-आईआर(सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 16th April, 2001

S.O. 927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 11-4-2001.

[No. L-22025/27/90-IR(C-II)]

N. P. KESHVAN, Desk Officer

## ANNEXURE

BEFORE THE HON'BLE SHRI M. G. WANARE,  
ARBITRATOR

(Under Section 10-A of I.D. Act, 1947)

62, Friends Colony,  
Katol Road P.O.  
Nagpur-440013  
Maharashtra State

## AWARD

Shri Chirantan Bhattacharya,  
General Secretary,  
RKKMS (INTUC),  
Chandametta P.O.,  
District Chhindwara,  
Madhya Pradesh State.

Complainant  
(Representing  
Workman).

## Versus

General Manager,  
Western Coalfields Limited,  
Kanhana Area,  
P.O. Dungaria,  
District, Chhindwara,  
Madhya Pradesh State

Opposite Party  
(Representing  
Management).

## MATTER 1

Complaint under Section 33A(b) of I.D. Act, 1947 in the matter of dismissal from service of Shri Chunnilal S/o Feku, Tub Loader, Nandan Mine No. 1, Western Coalfields Limited, Kanhana Area, during pendency of arbitration proceedings.

The Government of India, in the Ministry of Labour, made a reference for adjudication in industrial dispute between the Management of Western Coalfields Limited in Pench and Kanhana Areas and RKKMS (INTUC) under Section 10-A of Industrial Disputes Act, 1947 (14 of 1947) vide their Gazette Notification No. L. 22025/27/90-IR-C.II, dated 6-7-1990. The terms of reference is as under :

"Whether the demand of RKKMS (INTUC) for payment of wages to the workmen of Pench and Kanhana Areas for the period of strike from 23-9-1988 to 26-9-1988 is legal and justified, and if so, to what relief they are entitled."

2. Shri C. Bhattacharya, General Secretary, Rashtriya Koyla Khadan Mazdoor Sangh, the Complainant, lodged a complaint on 25-5-1998 under Section 33-A (b) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') that the services of Shri Chunnilal S/o Feku, Tub Loader, Token No. 782 of Nandan Mine No. 1 of General Manager, Western Coalfields Limited, Kanhana Area has been dismissed with effect from 18-7-1993 during the pendency of Industrial Dispute before the Arbitrator without obtaining permission/approval from the Arbitrator, and that the Complainant prayed for investigation and grant of justice to the workman Shri Chunnilal S/o Feku, Tub Loader, Nandan Mine No. 1, who is adversely affected. Original copy of complaint in Form I under Rule 59 of I.D. (C) Rules dated 25-5-1998 is enclosed in duplicate.

3. On receipt of this complaint the workman concerned was produced and I examined the workman on oath. I found that the workman concerned is dismissed on 18th July, 1993 by the Superintendent of Mines, Nandan Mine No. 1, Western Coalfields Ltd., Kanhana Area.

4. The Management of Western Coalfields Ltd., through General Manager, Kanhana Area, was represented on large number of dates from time to time by officers of Personnel, Department of Kanhana Area to say by S/Shri M. L. Chourasia and Seth (both since expired) and Shri R. B. Mishra and finally by Shri V. R. Chowhan, Area Personnel Manager, Kanhana Area, Western Coalfields Limited, and submitted verbally that the provisions of Section 33 of the Act are not attracted and therefore this complaint cannot stand.

5. The Management submitted in case of Shri Chunnilal S/o Feku, Tub Loader, Nandan Mine No. 1 as under :

"Shri Chunnilal S/o Feku, Ex-Tub Loader, Nandan Mine No. 1 was issued a charge sheet for his unauthorised absence from duty from 25th December, 1991. A detailed domestic enquiry was conducted and charge levelled

against him were proved. Accordingly, he was dismissed from the service. His attendance particulars prior to his dismissal from the services are as under :

Year	Days
1990	35
1991	59
1992	112
1993	(upto May 1993) 13 days

6. On investigation I find that the admitted facts are as under :

The workman concerned is the employee in Nandan Coal Mine No. 1 of Western Coalfields Limited, in their Kanhan Area and the workman is directly involved in the industrial dispute as under reference dated 6-7-1990 pending before me and that the above named complainant is directly concerned workman in the industrial dispute pending before me. On 11-3-1992 the concerned workman was charge sheeted for misconduct of unauthorised absence from duty continuously for more than 10 days and an enquiry was held and the workman concerned was issued order of dismissal on 18-7-1993. I find that the management of Western Coalfields Ltd., Kanhan Area admittedly failed to make any application as required by law for seeking an approval/permission of dismissal of the concerned workman from the Arbitrator, who is undersigned, as per statutory obligation.

7. I find on the date of dismissal i.e. on 18-7-1993 there has been pendency of industrial dispute in which this workman being directly connected in the pending industrial dispute and is directly involved. I enclose herewith for record xerox copies of charge sheet No. Nandan|1|CHS|92-698 dated 11-3-1992. The enquiry officer's findings were not shown by the Management despite my insistant demand till the writing of this Award. They, however, made available Enquiry Officer's proceedings i.e. question|answer (not findings).

8. The provisions of sub-section (b) of Section 33 of the Act clearly lays down the obligation on the part of the employer that during the pendency of any proceedings before an Arbitrator no employer shall for any misconduct dismiss any workman connected in the industrial dispute. The Act further lays down in the proviso under Section 33(2) of the Act that no such workman shall be dismissed unless an application has been made by the employer to the authority (In this case the authority is an Arbitrator u/s. 10-A of the Act) before whom proceedings are pending for approval of the action taken by the employer. In this case the employer, Western Coalfields Limited, in Kanhan Area did not make any application for seeking approval of dismissal of the workman concerned though directly concerned in the industrial dispute pending before the undersigned being an Arbitrator under Section 10-A of the Industrial Disputes Act, 1947.

9. The Complainant, RKKMS (INTUC) is party to the Industrial Dispute before the undersigned, succeeded in establishing his complaint filed under Section 33-A of the Act. The relevant dismissal order effected on 18-7-1993 is inoperative being void

abinitio and not operative being violative of the provisions of Section 33 read with Section 33-A of the Act.

10. The dismissal order as relevant effective from 18-7-1993 dismissing the workman Shri Chunnillal S/o Feku, Tub Loader, Token No. 782 of Nandan Coal Mine No. 1, in Kanhan Area of Western Coalfields Limited directly concerned in Industrial Dispute being pending is set aside. In the result this workman continues to be in the service of the management. Thus the dismissal being not lawful stands set aside. This workman is entitled to all the wages and all other allowances and all other benefits as if his dismissal w.e.f. 18-7-1993 has not been effected at all. This is my award. The complaint dated 25-5-1998 under Section 33-A of the Act stands succeeded

Issued at Nagpur on this 4th day of April, 2001.

Sd/-

M. G. WANARE, Arbitrator.

नई दिल्ली, 16 अप्रैल, 2001

का.प्र. 928.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इत्यू. सी. एल. के प्रबंधन के संबंध नियोजको और उनके धर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/भ्रम न्यायालय, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-4-2001 को प्राप्त हुआ था।

[स.एल.— 22025/27/90—आईएमए(सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 16th April, 2001

S.O. 928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Nagpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 11-4-2001.

[No. L-22025/27/90-IR(C-II)]

N. P. KESHVAN, Desk Officer

#### ANNEXURE

BEFORE HON'BLE SHRI M. G. WANARE,  
ARBITRATOR

(Under Section 10-A of I.D. Act, 1947.)

62, Friends Colony,

Katol Road P.O.

Nagpur-440013

Maharashtra State

## AWARD

Shri Chirantan Bhattacharya,  
General Secretary,  
RKKMS (INTUC),  
P.O. Chandameta,  
District Chhindwara,  
Madhya Pradesh State

.. COMPLAINANT  
(Representing Workmen).

Versus

General Manager,  
Western Coalfields Limited,  
Kanhana Area,  
P.O. Dungaria,  
District Chhindwara,  
Madhya Pradesh State

OPPOSITE PARTY  
(Representing Management).

## MATTER :

Complaint Under Section 33-A (b) of I.D. Act, 1947 in the matter of termination of services of Shri Hariprasad Son of Gendulal, Casual Mazdoor, T. No. 0539, Nandan Mine No. 1, Western Coalfields Limited, Kanhana Area, during pendency of Arbitration proceedings.

The Government of India, in the Ministry of Labour, made a reference for adjudication in industrial dispute between the Management of Western Coalfields Limited in Pench and Kanhana Areas and RKKMS (INTUC) under Section 10-A of Industrial Disputes Act, 1947 (14 of 1947) vide their Gazette Notification L. No. 22025/27/90-IR-C.II. dated 6-7-1990. The terms of reference is as under :

"Whether the demand of RKKMS (INTUC) for payment of wages to the workmen of Pench and Kanhana Areas for the period of strike from 23-9-1988 to 26-9-1988 is legal and justified, and if so, to what relief they are entitled."

2. Shri C. Bhattacharya, Secretary, R.K.K.M.S, the complainant, lodged a complaint on 25-5-1998 under Section 33-A (b) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') that the services of Shri Hariprasad S/o Gendulal, Casual Mazdoor, T. No. 0539 of Colliery—Nandan No. 1 of General Manager, Kanhana Area of Western Coalfields Ltd. has been dismissed from service with effect from 16-9-1990 during the pendency of Industrial Dispute before the Arbitrator without obtaining permission/approval from the Arbitrator, and that the complainant prayed for investigation and grant of justice to the workmen Shri Hariprasad S/o Gendulal, who is adversely affected. Original copy of complaint dated 25-5-1998 is enclosed in duplicate.

3. On receipt of this complaint the workman concerned was produced and I examined the workman on oath on 3-7-1998 and this statement is placed on record enclosed in original. I found that the workman concerned is dismissed on 16th September, 1990 by office under Ref. No. N1/Per/90-2640 dated 8/16-9-1990 issued by Superintendent of Mines, Nandan

Mine No. 1, Western Coalfields Limited, Kanhana Area, copy enclosed.

4. The Management of Western Coalfields Ltd., through General Manager, Kanhana Area, was represented on large number of dates from time to time by officers of the Personnel Department of Kanhana Area to say by S/Shri M. L. Chourasia and Seth (both since expired) and finally by Shri V. R. Chowhan, Area Personnel Manager, Kanhana Area, Western Coalfields Limited and submitted verbally that the provisions of Section 33 of the Act are not attracted and therefore this complaint cannot stand.

5. On investigation I find that the admitted facts are as under:

The workman concerned is the employee in Nandan Coal Mine No. 1 of Western Coalfields Limited, in their Kanhana Area and the workman directly involved in the industrial dispute pending before me and that the above named complainant is directly concerned workman in the industrial dispute pending before me. On 29-1-1990 the concerned workman was charged for misconduct of habitual/late coming and habitual absence and an enquiry was held and the workman concerned was issued order of dismissal on 16-9-1990. I find that the management of Western Coalfields Ltd., Kanhana Area admittedly failed to make any application for seeking an approval/permission of dismissal of the concerned workman from the Arbitrator, who is undersigned, as per statutory obligation.

6. I find on the date of dismissal i.e. 16-9-1990 there has been pendency of industrial dispute in which this workman being directly connected in the pending industrial dispute and is directly involved. I enclose herewith for record xerox copies of charge-sheet dated 29-1-1990 and Enquiry Officer's report dated 2-8-1990 and dismissal order dated 8/16-9-1990.

7. The provisions of Sub-Section (b) of Section 33 of the Act clearly lays down the obligation on the part of the employer that during the pendency of any proceedings before an Arbitrator no employer shall for any misconduct dismiss any workman connected in the industrial dispute. The Act further lays down in the proviso under Section 33 (2) of the Act that no such workman shall be dismissed unless an application has been made by the employer to the authority (in this case the authority is an Arbitrator u/s 10-A of the Act) before whom proceedings are pending for approval of the action taken by the employer. In this case the employer, Western Coalfields Ltd. in Kanhana Area did not make any application for seeking approval of dismissal of the workman concerned though directly concerned in the industrial dispute pending before the undersigned being an arbitrator under Section 10-A of the Industrial Disputes Act, 1947.

8. The complainant, RKKMS (INTUC) in party to the industrial dispute before the undersigned, succeeded in establishing his complaint filed under Section 33-A of the Act. The relevant dismissal by order dated 8/16-9-1990 is inoperative being void ab initio and not operative being violative of the pro-

visions of Section 33 read with Section 33-A of the Act.

9. The dismissal order No. N/I/Ter/90-2640 dated 8/16-9-1990 issued to the workman Shri Hariprasad S/o Gendulal, Casual Mazdoor, T. No. 0539 of Nandan Coal Mine No. 1 in Kanhan Area of Western Coalfields Limited directly concerned in industrial dispute being pending stands set aside. In the result this workman continues to be in the service of the management. Thus the dismissal being not lawful stands set aside. This workman is entitled to all the wages and all other allowances and all other benefits as if his dismissal w.e.f. 16-9-1990 has not effected at all. **This is my award. The complaint dated 25-5-1998 under Section 33-A of the Act stands succeeded.**

Issued at Nagpur on this 16th day of March, 2001.

M. G. WANARE, Arbitrator

नई दिल्ली, 16 अप्रैल, 2001

का.भा. 929.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2001 को प्राप्त हुआ था।

[सं.एल.-22025/27/90-आईआर(सी-II)]

एन. पी. केशवम, डेस्क अधिकारी

New Delhi, the 16th April, 2001

S.O. 929.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 16-4-2001.

[No. L-22025/27/90-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE HON'BLE SHRI M. G. WANARE,  
ARBITRATOR

(Under Section 10-A of I.D. Act, 1947)

62, Friends Colony.

Katol Road P.O.

Nagpur-440013

Maharashtra State

AWARD

Shri Chirantan Bhattacharya,  
General Secretary,  
RKKMS (INTUC),

Chandametta P.O.  
District Chhindwara,  
Madhya Pradesh State.

Complainant  
(Representing  
Workman).

Versus

General Manager,  
Western Coalfields Limited,  
Kanhan Area,  
P.O. Dungaria,  
District Chhindwara,  
Madhya Pradesh State

Opposite Party  
(Representing  
Management).

MATTER :

Complaint under Section 33-A(b) of I.D. Act, 1947 in the matter of termination on 18-7-93 from services of Shri Shamsheer Khan S/o Shahadat Khan, Mining Sirdar, Nandan Mine No. 1, Western Coalfields Limited, Kanhan Area, during pendency of arbitration proceedings.

The Government of India, in the Ministry of Labour, made a reference for adjudication in industrial dispute between the Management of Western Coalfields Ltd. in Pench and Kanhan Areas and RKKMS (INTUC) under Section 10-A of Industrial Disputes Act, 1947 (14 of 1947) vide their Gazette Notification No. L. 22025/27/90-IR.C-II dated 6-7-1990. The terms of reference is as under :

"Whether the demand of RKKMS (INTUC) for payment of wages to the workmen of Pench and Kanhan Areas for the period of strike from 23-9-1988 to 26-9-1988 is legal and justified, and if so, to what relief they are entitled."

2. Shri C. Bhattacharya, General Secretary, Rashtriya Koyla Khadan Mazdoor Sangh, the Complainant, lodged a complaint on 25-5-1998 under Section 33-A (b) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') that the services of Shri Shamsheer Khan S/o Shahadat Khan, Mining Sirdar, Token No. 2793 of Nandan Mine No. 1 of General Manager, Western Coalfields Limited, Kanhan Area has been terminated with effect from 18-7-1993 during the pendency of Industrial Dispute before the Arbitrator without obtaining permission/approval from the Arbitrator, and that the Complainant prayed for investigation and grant of justice to the workman Shri Shamsheer Khan S/o Shahadat Khan, Mining Sirdar, Nandan Mine No. 1, who is adversely affected. Original copy of complaint in Form I under Rule 59 of I.D. (C) Rules dated 25-5-1998 is enclosed in duplicate.

3. On receipt of this complaint the workman concerned was produced and I examined the workman on oath. I found that the workman concerned is terminated on 18th July, 1993 by the Superintendent of Mines, Nandan Mine No. 1, Western Coalfields Limited, Kanhan Area. Copy of the said termination order is enclosed.

4. The Management of Western Coalfields Limited through General Manager, Kanhan Area, was represented on large number of dates from time to time by officers of Personnel Department of Kanhan Area to say by S/Shri M. L. Chourasia and Seth (both since expired) and Shri R. B. Mishra and finally by Shri V. R. Chowhan, Area Personnel Manager, Kanhan Area, Western Coalfields Ltd., and submitted verbally that the provisions of Section 33 of the Act are not attracted and therefore this complaint cannot stand.

5. The Management submitted in case of Shri Shamsherkhan S/o Sahadat Khan, Mining Sirdar, Nandan Mine No. 1 as under :

“Shri Shamsherkhan was absenting from duty every now and then on account of unauthorised absence from duty, he was issued a charge-sheet and a detailed domestic enquiry was conducted and charges levelled against him were proved beyond any shadow or doubt. Accordingly, he was dismissed from the services on 18-7-1993. His attendance in 1990—154, 1991—74, and 1992—42 days.”

6. On investigation, I found the following facts are revealed.

The workman Shri Shamsherkhan S/o Shahadat Khan is employed person as Mining Sirdar with Token No. 2793 in Nandan Mine No. 1 of Kanhan Area under control of General Manager, Kanhan Area, of Western Coalfields Ltd., who is party to the industrial dispute under reference dated 6-7-1990 being pending before me. The complainant Workman is employed as Mining Sirdar and that this workman is not directly involved in the pending industrial dispute but he is the workman concerned in the pending industrial dispute. Thus the Complainant before me falls within the ambit of Sub-section (2) of Section 33 of the Industrial Disputes Act, 1947. Therefore, the management is obliged to implement and/or follow the proviso below Clause (b) of sub-section (2) of Section 33 of the Act. The said proviso obliges the party-management/General Manager, Kanhan Area of Western Coalfields Limited to pay one month wages and make an application for approval of the action of termination of services proposed to be taken.

6.1. The workman under investigation was charge-sheeted on 11-3-1992 under No. N/I/CHS/of 92/699 for alleged misconduct of habitual late attendance and habitual absence without leave and without sufficient cause and the domestic enquiry was held and he was found to have been guilty of the misconduct for which he was charge sheeted and that the management i.e. Superintendent of Mines, Nandan Mine No. 1, Kanhan Area of Western Coalfields Ltd. issued the order of termination of services vide No. N/I/Ter/92/1782 dated 7-6-1993/18-7-1993 and effected termination of services on 18-7-1993.

6.2. I find further that the obligation under law is not at all followed by General Manager, Kanhan Area of Western Coalfields Limited and that an application for seeking approval of an action of termination of services was not at all made to the authority i.e. Arbitrator before whom the industrial dispute is pending.

6.3. In the result the action of termination of services becomes not lawful.

7. Thus the order dated 7-6-1993/18-7-1993 of termination of services of Shri Shamsherkhan S/o Sahadat Khan, Mining Sirdar, Nandan Mine No. 1, Kanhan Area, Western Coalfields Limited, has been issued/effectuated though the workman is connected in the industrial dispute and when there has been pendency of the said industrial dispute before the statutory authority i.e. Shri M. G. Wanare, Arbitrator under Section 10-A of the Industrial Disputes Act, 1947.

7.1. The Domestic Enquiry proceedings i.e. question/answers only has been given and that the finding of Enquiry Officer has not been made available though it has been asked for time and again.

7.2. The relevant provisions of the law u/s 33 are reduced for interesting reading as relevant that during pendency of any proceedings in respect of an industrial dispute the employer may [sub-section (2) of Section 33] for any misconduct may furnish whether by dismissal or otherwise the workman (proviso) provided that no such workman shall be discharged or dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceedings is pending for approval of the action taken by the employer.

7.3. The management failed to observe the requirement of the statute. In the result the termination order dated 7-6-1993/18-7-1993 issued become void ab initio being illegal and is becomes not effective as if it is not issued/served at all. The workman involved is, therefore, entitled to all pay/wages/salary and allowances as admissible for the said date.

7.4. I find that on the date of termination i.e. on 18-7-1993 there has been pendency of Industrial Dispute in which this workman being concerned in the pending industrial dispute. I enclose herewith for record xerox copies of charge sheet No. N/I/CHS/of 92/699 dated 11-3-1992. The enquiry officer's findings were not shown by the Management despite my insistent demand till the writing of this award.

8. The Complainant, RKKMS (INTUC) is party to the Industrial Dispute before the undersigned, succeeded in establishing his complaint filed under Section 33-A of the Act. The relevant termination order effected on 18-7-1993 is inoperative being void ab initio and not operative being violative of the provisions of Section 33 read with Section 33-A of the Act.

9. The termination order as relevant effective from 18-7-1993 terminating the services of the workman Shri Shamsherkhan S/o Shahadat Khan, Mining Sirdar, Token No. 2793 of Nandan Mine No. 1, Kanhan Area of Western Coalfields Limited, directly concerned in industrial dispute being pending is set aside. In the result this workman continues to be in the service of the management. Thus the termination of services being not lawful stands set aside. This workman is entitled to all the wages and all other allowances and all other benefits as if his termination w.e.f. 18-7-1993 has not been effected at all. This is my award. The complaint dated 25-5-1998 under Section 33-A of the

Act stands succeeded.

Issued at Nagpur on this 6th day of April, 2001.

M. G. WANARE, Arbitrator

नई दिल्ली, 23 अप्रैल, 2001

का. आ. 930.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 2416 दिनांक 20-10-2000 द्वारा दिल्ली दुग्ध योजना के अंतर्गत दुग्ध आपूर्ति में लगे उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 24 अक्टूबर, 2000 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 24 अप्रैल, 2001 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा. सं. एस.-11017/7/97-आई आर (पी.एल.)]

एच. सी. गुप्ता, भवर सचिव

New Delhi, the 23rd April, 2001

S.O. 930.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of

sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 2416 dated 20-10-2000 the industry for the Supply of milk under the Delhi Milk Scheme to be a public utility service for the purpose of the said Act, for a period of six months from the 24th October, 2000;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 24th April, 2001.

[F. No. S-11017/7/97-JR(PL)]

H. C. GUPTA, Under Secy.

#### CORRIGENDUM

New Delhi, the 23rd April, 2001

S.O. 931.—In the notification of the Government of India in the Ministry of Labour S.O. No. 2419 dated the 24th October, 2000 published in the Gazette of India, Part II Section 3, Sub-section (a) dated 4th November, 2000 for 'December' read 'November'.

[No. S-38013/41/2000-SS-I]

L. H. RUOLNGUL, Under Secy.